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DEPT-01 RECORDING . 1\$2222 TRAN 4520 08/22/96 14:52:00 - \$3968 \$ KB ★-96-643738 - COOK COUNTY RECORDER

TRUST DEED
THE ABOVE SPACE FOR RECORDERS USE ONLY THIS INDENTURE, made 08/15/96 between JOHN R MC FARLAND & CELIA A MC FARLAND
AS HIS WIFE AS JOINT TENANGOS referred to as "Grantors", and ASSOCIATES FINANCIAL SERVICES.
of COUNTRYSIDE PLAZA, , Illinois, herein referred to as
"Trustee", witnesseth:
THAT, WHEREAS the Grantors have premised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement he sinafter described, the principal amount of \$ 73892.08 together with interest thereon at the rate of (check applicable box):
Agreed Rate of Interest: 13.49 % per year of the unpaid principal balances. 96643'738
Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be
Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of03/20/16 Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.
The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 240 consecutive monthly installments: 240 at \$ 891.55, followed by 0 at \$.00, followed by 0 at \$.00, with the first installment beginning on 09/20/96, and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at COUNTRYSIDE illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.
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NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all their estate, title and interest therein, situate, lying and being in the

COUNTY OF _____ AND STATE OF ILL(NOIS), to wit:

LOT 21 IN FRANK DELUGASH 79th STREET HIGHLANDS BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE EAST HALF (1/2) OF THE EAST ONE HALF 1/2 OF THE WEST ONE HALF: (1/2) OF THE SOUTH WEST ONE QUARTER (1/4) OF SECTION 25. TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 18-25-312-009-0000

PROPERTY ADDRESS: 7837 S 78th COURT.

bridgeview il 60455.

which, with the property hereine certified, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises and the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and walve.

- 1. Grantors shall (1) promptly repair, restore content any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims or lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lier; hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at anytime in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with restrect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges egainst the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts in refor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any textor assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of thoneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedriess secured dereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to frustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and its case of disurance about to expire, shall deliver renewal policies not less than ten days prior to the respective detes of expiration.
 - O4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any torm and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional inclebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

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- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms herect. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Totrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such sult or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebt dness hereby secured; or (b) preparations for the commencement of any suit for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the promises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of e sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may suthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the sale and deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in any action at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.

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14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Granters and all persons claiming under or through Granters, and the word "Granters" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

Jah R METTELUS	(SEAL)	Colin a Month Carol (SEAL)
JOHN R MCFARLAND		CELIA A MCFARLAND.
	(SEAL)	(SEAL)
STATE OF ILLINOIS	ı cy.	LVIA BAFZ.
STATE OF ILLINOIS,	a Nota	ry Public in and for and residing in said County, in the
County of	State a	foresaid, DO HEREBY CERTIFY THAT
Ojs.		
		IS personally known to me to be the same AS whose name IS subscribed foregoing Instrument, appeared before me this day in
	person	and acknowledged that SHE signed and
	de/iver volunte	nd the said instrument as <u>HER</u> frue and repeat and the said instrument as <u>HER</u> frue and repeat the said instrument as the sa
		Ell under my and and Notarial Seal this 15th day of
	ن الله 	AUGUST , A.D. 19.
	OFFICIAL BEA	Sulvea Baes
This instrument was prepared by NOTAR' MY C	Y PUBLIC, STATE D.	F ILLINO!B 8 8-9-99
SYLVIA BAEZ.		3 COUNTRYSIDE PLAZA, COUNTRYSIDE IL 60525.
SYLVIA BAEZ.		(Address)
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REA NAME ASSOCIATES FINANCIAL SEI	RVICES.	FOR RECORDERS INJEA CURPOSES INSERT STREET ADDRESS OF ABOVE
WAIL TO		DESCRIBED PROPERTY HERF
STREET#3 COUNTRYSIDE PLAZA.		
COUNTRYSIDE IL 60525.		
•		
INSTRUCTIONS		
OR RECORDER'S OFFICE	F BOX NUMBER	3