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EAGLE ACCEPTANCE CORP. 8131 LBJ Frwy, Suite 420. Qallas, TX 75240

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1638 133 #-96-8750/3

COOK COUNTY RECORDER

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

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| THIS INDENTURE, made 8 - 3   | . 19 <b>96</b> , bei   | ween WILLIE G              | TRAYLOR, SR                     |
|--|--|----------------------------|---------------------------------|
| AND ANITA TRAYLOR herein re  | eferred to as "Grantors", a  | ndscott berns              |                                 |
| of BUFFALO GROVA   | and the second s | _ Illinois, herein referre | d to as "Trustee", witnesseth:  |
| THAT, WHEREAS the Grantors have promised to pay  |  |                            |                                 |
| referred to as "Beneficiary", the legal holder of the  |  |                            |                                 |
| sum of 15274.08  | 4  |                            |                                 |
| FIFTEEN THOUSAND TWO HUNDRED   | SEVEN Y-FOUR AN  | D 08/100 Do                | llars (\$ 15274.08),            |
| evidenced by one certain Contract of the Grantors of   | f even date herewith, made   | payable to the Benefici    | ary, and delivered, in and by   |
| which said Contract the Grantors promise to pay the sa   | aid sum in 144 consecutiv  | ve monthly installments:   | 144 at \$ 106.07,               |
| followed by N/A at 5 N/A , follow  | red by N/A at \$ N/A   | , with the f               | irst installment beginning on   |
| NOVEMBER 8 , 19 96 and the rema  | ining installments continuir   | ig on the same day of eac  | ch month thereafter until fully |
| paid. All of said payments being made payable at _3  | 943 W OAKTON S   | KOKTE                      | SERVEGES                        |
| Illinois, or at such place as the Beneficiary or other   |  |                            |                                 |
| The principal amount of the Contract is \$   |  |                            |                                 |
| OCTOBER 8, 2008 , XX   |  |                            | is.                             |
|  |  |                            | Co                              |
| NOW, THEREFORE, the Grantors to secure the limitations of this Trust Deed, and the performance |  |                            |                                 |
| performed, and also in consideration of the sum of Or  |  |                            |                                 |
| presents CONVEY and WARRANT unto the Trustee   |  |                            |                                 |
| estate, right, title and interest therein, situate, lying and OF COOK                          | AND STATE OF   | ILLINGIS, to wit:          | ,count                          |
| SEE ATTACHED EXHIBIT A   |  |                            |                                 |

P.I.N. 25-20-218-033

which, with the property hereinafter described, 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 unto 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 waive.

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# COVENANTS, CONDITIONS AND PROVISIONS ALL COPY

- 1. Grantors shall (1) promptly repair, restore or rebuild 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 michanic's or other liens or claims for 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 lien 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 buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect 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 against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefore. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- 3. 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 money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the scandard mortgage clouse to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. 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 form an manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and prichase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or furfeiture 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 Beneficiar, to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become un nediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract 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.
- 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 inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sa'e, 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 hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become the and payable (a) immediately in the case of default in making payment of any installment on the Contract, 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. Peneficiary 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 an behalf of Trustee or Beneficiary for attorney's fees. Trustee's fees, appraiser's fees, outlay for documentary and expert evidence, steriographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sales 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 Contract 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, wither as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclose hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations 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 premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental 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 Contract, 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.

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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 a 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 rems, 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 authorize the receiver to apply the net income in his hands in payments 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 lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 10. No action for the enforcement of the lieu or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same ir an action at law upon the note hereby secured.
- 11. Trustee & Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that pagese.
- 12. Trustee has no July to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed c. 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 frustee 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 baye full authority to release this Trust Deed, the lien thereof, by proper instrument.
- 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, soul extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 p rsons shall have executed the Contract or this Trust Deed. The term Banaficiary as used barain shall mean and include any successors or assigns of Reneficiary

|                  |  | of Grantors the day and year first above written.   |
|------------------|--|---|
| ZU               | Leis M JAA<br>LE G TRAYLOR, SR                             | ylu, in. (SEAL) Chit how (SEAL ANITA TRAYLOR)   |
| STATE            | E OF ILLINOIS,   | 1. The undersigned  |
| County           | or Cook  | SS. a Notary Public in and for and residing in said County, in the State aforesaid, DC HEREBY CERTIFY THAT WILLIE G TRAYLOR, SR AND ANITA TRAYLOR   |
| S CHES           | FICIAL SEAL" TER PIETRUSIEWICZ Y PUBLIC, STATE OF ILLINDIS | who ARE personally known to me to be the range person whose name ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said Instrument as free and voluntar and, for the uses and purposes therein set forth. |
| My Cor           | nmission Expires 6/11/99                                   | GIVEN under my hand and Notarial Seal this day o  |
| This in          | strument was prepared by                                   | SELETTA BREWER  Notary Public  8131 LBJ FREEWAY SUITE 420, DALLAS, TX, 75251  (Name)  (Address)   |
| D<br>E<br>L      | NAME   | FOR RECORDERS INDEX PURPOSES<br>INSERT STREET ADDRESS OF ABOVE<br>DESCRIBED PROPERTY HERE   |
| I<br>V<br>E<br>R | STREET   | 11400 S MAY STREET<br>CHICAGO, IL 60643   |
| Ŷ                | INSTRUCTIONS   | OR  |
|                  | • • • • •  | DECODED S DEFICE BOX NUMBED   |

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#### EXHIBIT A

LOT 13 IN BLOCK 16 IN JEMBURG'S SUBDIVISION OF BLOCKS 2, 5, 6, 7, 8, 11 TO 28 AND THE RESUBDIVISION OF BLOCK 4 IN ROOD AND WESTON'S ADDITION TO MORGAN PARK BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 20 ACRES) AND THE EAST HALF OF THE NORTHVIEST QUARTER (EXCEPT THE NORTH 20 ACRES) IN SECTION 20, OUNTY, ILL1.

25-20-218-033

ORIGINAL

ORIGINA TOWNSHIP 31 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.

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