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DEFI-UL RECORDING

\$25,50

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

740008 TRAN 8857 11/21/94 12:39:00

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COOK COUNTY RECORDER

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made Avois 7 14 , 1996, between CLIFFORD LAUF	ERDALE
AND DORIS J LAUDERDA'LE herein referred to as "Grantors", and SCOTT BERNS	
of BUFFALO GROVE Illinois, herein referred to as	"Trustee", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to BEST INTERIORS	, herein
referred to as "Beneficiary", the legal holder of the rione improvement Contract hereinafter called "Contract	
sum of 8690.04	
EIGHT THOUSAND SIX HUNDRED NINETY AND 04/100 Dollars (S	8690.04),
evidenced by one certain Contract of the Grantors of even date herewill, made payable to the Beneficiary, as	ad delivered, in and by
which said Contract the Grantors promise to pay the said sum in 36 consecutive monthly installments: 36	at\$ 241.39,
followed by N/A at S N/A , followed by N/A at S N/A , with the first int	stallment beginning on
Oct 10 . 19 The and the remaining installments continuing on the same day of each mon	
paid. All of said payments being made payable at 4591 NORTH ELSTON AVENUE CHICAGO	······································
Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.	in the second second
The principal amount of the Contract is \$ 7165.00. The Contract h s a Sept 10.1999.	Last Payment Date of
NOW. THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the	
limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, a performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowners. CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real	owledged, do by the Estate and all of their
estate, right, title and interest therein, situate, lying and being in the CITY OF BROADVIEW	, COUNTY N
OF COOK AND STATE OF ILLINOIS, to wit: LOT 255 NORTH 20 FEET THEREOF) AND THE NORTH 30 FEET OF LOT 254 IN CUMMINGS AND FO	(EXCEPT THE
ESTATES CORPORATION HOME ADDITION IN THE NORTHWEST QUARTER OF SECTION 22 A	ND THE
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 15-22-110-080	THIRD PRINCIPAL
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 AD FROVISIONS AL 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 mechanic'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 building or 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, light and 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 standard mortgage clause 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 purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forcit tre 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 indebtedness secured hereby and shall become in mediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deel secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any drawn 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 sple, 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 untaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract 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 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, 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 c. ca behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, outlay for documentary and expense vidence, set ographers' 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 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 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

- 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 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 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 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 an action at law upon the note hereby secured.
 - 11. Trustee c. 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 cuty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed of 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 be in 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 hereund it shall have the identical title, powers and authority as are herein given Trustee.
 - 15. This Trust Deed and all provisions hereof, sor, 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 persons shall have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or issigns of Beneficiary.

WITNESS the hand(s) and seal(s)	of Grantors the day and year first 1000e written.
Coffee Sala	Like (SEAL) aloris Jaududale (SEAL)
CLIFFORD LAUDERDALE	DORIS J/ LAJDERDALE
STATE OF ILLINOIS,	1. EICK WALLER
County of	SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT CLIFFORD LAUDERDALE AND DORIS T LAUDERDALE
OFFICIAL SEAL RICK WALLER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 20,1999	who ARE personally known to me to be the sure person whose name ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signer, and delivered the said Instrument as free and voluntary are, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Scal this // THY day of // day of // A.D. 19 76.
This instrument was prepared by	SELETTA BREWER Notary Public 8131 LBJ FREEWAY SUITE 420, DALLAS, TX, 75251
	(Name) (Address)
D E NAME L	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
I STREET V E CITY	2309 S 23RD AVE. BROADVIEW, IL 60153
R Y INSTRUCTIONS	

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