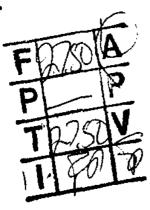
## **UNOFFICIAL COPY**



96013231

DEPT-01 RECORDING \$27.50 T#5555 TRAN 4689 01/05/96 14:32:00 #0750 # DR \*-96-013231 COOK COUNTY RECORDER

· 明の時間を無するかれる事

TRUST DEED				
				CORDERS USE ONLY
THIS INDENTURE, made_	01/02/96 between	I Louis W. Hughes	and Frieda V_ I	ughes, Husband and wife
joint tenancy	herein referred to as	$\mathbf{s}$ "Grantors", and $\mathbf{R}$	<u>aul E. Tobin Bra</u>	nch Asst. Vice President
'Trustee", witnesseth:		<u>-land Park</u>	, FAH	nois, herein referred to as
Trustee , witnesseut.	O <sub>A</sub>			
THAT, WHEREAS the Granto the legal holder of the Loan of with interest thereon at the rai	Agreement bereinafter des	cribed, the principal a	e, Inc., herein rel amount of \$	erred to as "Beneficiary", 16876.41 together
Agreed Rate of Interest: _	15 20 At	عا وحامدات فاستحاد ال	-1	
Agreed Rate of Interest: changes in the Prime Loan republished in the Federal Results the published rate as of the year. The interest rate will invest, as of the last business opoint from the Bank Prime Libertase more than 2% in a nor more than% p	This is a variable interest rate will be serve Board's Statistical Release business day of crease or decrease with characteristic of the preceding month oan rate on which the curry year. In no event, however year. The interest rate were	rate loan and the in percentage eas a H. 15. The initial ; thereforenges in the Bank Pin, has increased or direct interest rate is being wer, will the interest rate into change before	nterest rate will in the points above the Bank Prime Load ret, the initial interine Loan rate we ecreased by at leased. The interestate ever be less the First Paymer	ne Bank Prime Loan Rate in rate is%, which rest rate is% per hen the Bank Prime Loan east 1/4th of a percentage is rate cannot increase or than% per year it Date.
Adjustments in the Agreed monthly payments in the mototal amount due under said waives the right to any interloan.	inth following the anniversa I Loan Agreement will be i	ary date of the loan a paid by the last pays	and every 12 h)o ment date of	of $\frac{\sqrt{15/06}}{\sqrt{15/06}}$ . Associates
The Grantors promise to Beneficiary, and delivered is followed by 119 beginning on 02/15/9 thereafter until fully paid. All as the Beneficiary or other here.	at \$ 274.35 , follow 6 , and the remain of said payments being many	monthly installment red by 0 at \$ ning installments cor ade payable at ORLA	s: 1 at .00	, with the first installment same day of each month
				9601.22.24

ORIGINAL (1)	
BORROWER COPY	$\overline{(1)}$
RETENTION COPY	(1)

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the transfers and limitations of this Trust Deed, and the performance of the covenants and agreements herbin control by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt when hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and as	ained, reofis
the following described Reat Estate and all their estate, title and interest therein, situate, lying and being in the	
COUNTY OF Cook AND STATE OF ILLINOIS, to wit:	
$\cdot$	

LINIOEEICIAL CODY

LOT 12 IN BLOCK 5 BLOUIN BROTHERS ALMAR MEADOWS SUBDIVISION OF LOT 7 (EXCEPT THE SOUTH 30.79 ACRES) AND LOT 1 (EXCHPT THE SOUTH 60 PEET THEREOF) IN BERGER'S SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN BERGER'S SUBDIVISION IN THE WEST 1/2 OF SECTION 14 AND THE NORTH 18,242 ACRES (EXCEPT THE EAST 60 FEET THEROF) OF LOT 6 IN PARTITION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1515 Maryland Dolton, Chicago, Tl. 60419

Parcel Number: 29 14 145 075 which, with the property here.nexter 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 premines unto the said Trustee, its successors and assigns, forever, for the purposes. and upon the uses and trusts herein sectorth, 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

- 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 tien 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 anytime in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with a premises and the use thereof; (6) make no material alterations in said premises except as required by law of pluricipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general tayos, 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 overefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any text or 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 moneys 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 in 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 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 infeiture affecting said premises or contest any tax or promise 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 monoys 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 fien hereof, shall be so much additional indebtedness 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 payable secures the considered as a waiter of any right pageting to them. 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 Bendficky hereby secured making any payment tereby 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, taklien or title or claim thereof.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereot. 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) wifen default shall occur and continue for three days in the performance of any other agreement of the Grantors herein centained, 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 expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the 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 Loan Agreement this Trust Deed accures, when paid coincurred 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 indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after according to a party, either as plaintiff, claimant or defendant, suit for the foreclosure hereof after according to 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 insident 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 Lian Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the rule; 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 cower 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 and 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 coeration of the premises during the whole of said period. The Court from time to time may a uthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness and hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or hereing superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the decoratory 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 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.

1625t036

In case of the resignation, inability or refusal to act of Trustee, the Senericlary 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 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 Loan Agreement or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary. WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SEAL) Louis W. Hughes (SEAL) (SEAL) Scott R. Smrstik STATE OF ILLINOIS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of \_ Louis W. Hughes and frieda V. Hughes, husband and wife joint tenancy personally known to me to be the same wha person whose name s in the foregoing instrument, appeared before me this day in "OFFICIAL SEAL" parson and acknowledged that \_\_\_\_\_ SCOTT SMRSTIK delinered the said Instrument as their Notary Public, State of Illinois voluntary act, for the uses and purposes therein set forth. My Commission Expires 1/8/97 GIVEN under my and and Notarial Seal this. A.D. 19 96 Janaury This instrument was prepared by Scott F. Emrstik B.J. varela 9166 West 159th street Orland Park, Il. 60462 MALMET FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEHE The Associates Finance Inc. 9166 W. (59th Street P.O. Box 65 Orland Park, IL 60462 CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER