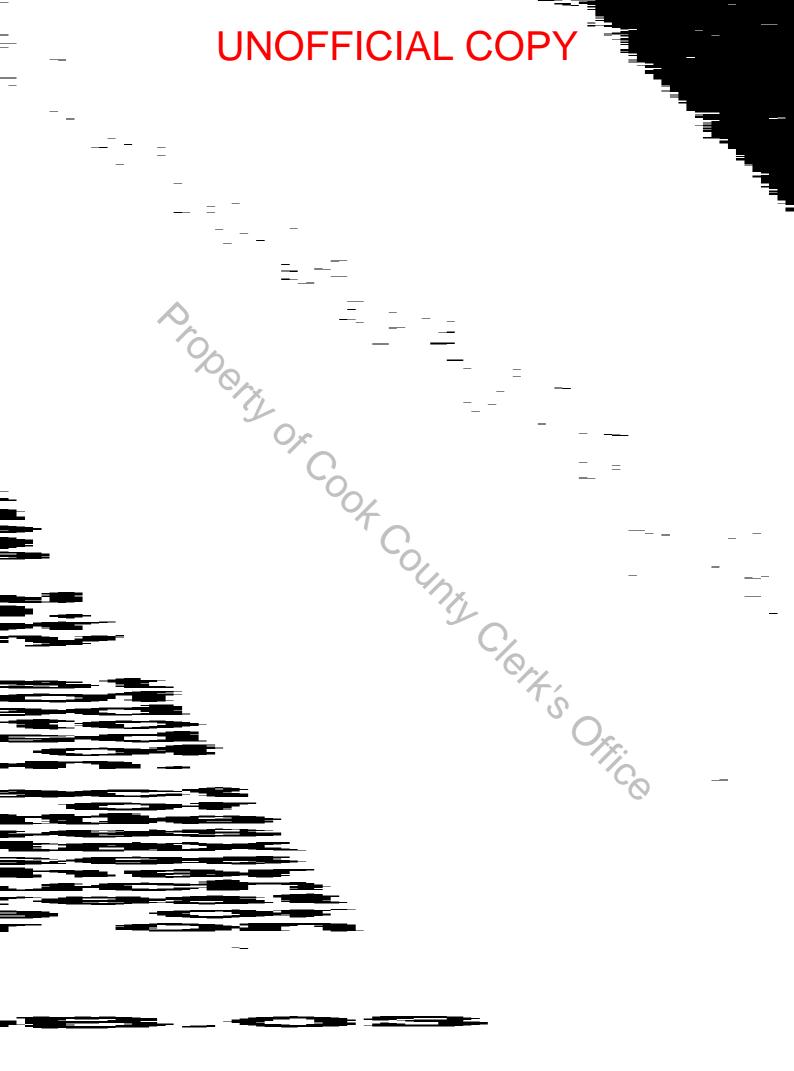
## UNOFFICIAL COPY 96135105

DEPT-OI RECORDING \$27.50 T#0014 TRAN 2110 02/21/96 14:57:00 #4911 # DT #-96-135105 COOK COUNTY RECORDER

| •   | •  | •  |
|---|--|--|
| TRUST DEED  |  |  |
|   |  | /E SPACE FOR RECORDERS USE ONLY  |
| THIS INDENTURE, made 02/15/9  | 96 between ROSE ALONZO,  | UNMARRIED  |
| here  | ein referred to as "Grantors", and _   | ION LEWIS  |
| BAVP  | of AURORA  | , Illinois, herein referred to as  |
| "Trustee", witnesseth:  |  |  |
|   | hereinafter described, the principa  | nce, Inc., herein referred to as "Beneficiary", all amount of \$49812.19, together   |
| Agreed Rate of Interest: 14.59  | W mar your are the conneid arimainst   | holenco  |
| is the published rate as of the last busine<br>year. The interest rate will increase or d<br>rate, as of the last business day of the<br>point from the Bank Prime Loan rate or | ess day of; theref<br>lecrease with changes in the Pank I<br>preceding month, has increased or<br>n which the current interest rate is<br>no event, however, will the interest | al Bank Prime Loan rate is%, which fore, the initial interest rate is% per Prime Loan rate when the Bank Prime Loan decreased by at least 1/4th of a percentage based. The interest rate cannot increase or traic over be less than% per year at the First Payment Date. |
| no: more man % per year. The  | a unerast tate will not criange peron  | a fila Luzt Edituatif Dami   |
| monthly payments in the month followin total amount due under said Loan Agra  | ng the anniversary date of the loan<br>eement will be paid by the last pay   | anging the order amounts of the remaining and every 12 months thereafter so that the yment date of   |
| The Grantors promise to pay the sai   | d sum in the said Loan Agreement   | of even date herewith, made payable to the   |
| Beneficiary, and delivered in 180   | consecutive monthly installmen   | its:1 at \$  |
| beginning on 04/05/96   | and the remaining installments coments being made payable at AUR   | \$ .00 , with the first installment ontinuing on the same day of each month LORA   |
|   |  | SCEISTANS  |
|   | <b>&gt;</b>  |  |
|   | VI ODICINAL (4)  |  |
|   | X ORIGINAL (1)  BORROWER COPY  | (1)  |
| ROZERA REVI 10-05 /I R V  | RETENTION COPY   |  |



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 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.

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, cuttay 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 secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings to which either of their shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indestedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrus 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.

5. 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 in ident 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 poin; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filling of a bill to foreclose this Thirst Deed, the court in which such bill is filled 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 little statutory period of redemption, whether there be redemption or not, as well as during any further times whether the statutory period of redemption, whether there be redemption or not, as well as during any further times whether the same shall be entitled to collect such rents, issues and profits, and all 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, busession, control, management of the premises during the whole of said period. The Court from time to time may authorize the receiver to and operation of the premises during the whole of said period. The Court from time to time may be a become superior to the decree forecking this Trust Deed, or any tax, special assessment or other lien which may be a 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 has 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 refusel 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 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.

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| men.   | ADMAL !  |
| ROSE ALONZO (SEAL)                                       | (SEAU  |
| (SEAL)   | (SEAL)   |
| (SISAL)  |  |
|  |  |
| STATE OF ILLINOIS, ) I, KENNETH A. SHA                   |  |
| County of KANE State aforesaid, DO HE                    | for and residing in said County, in the<br>REBY CERTIFY THAT   |
| ROSE ALONZO, UNM   | RRIFD  |
| who <u>IS</u> person                                     | rsonally known to me to be the same whose name IS subscribed   |
| ' To the foregoing Instru                                | ment, appeared before me this day in   |
| 37. UPPILIAL DEAL 2                                      | ged that <u>SHE</u> signed and trument as <u>HER</u> free and  |
| Parties Paleux, STATE OF HANGE Voluntery act, for the us | es and purposes therein set forth.   |
| NY BRIGHTHAN EXPIRES 4-5-18 EXPIRES 4-5-18               | d and blakerial Onet this 1500 - deep of   |
| FEBRUARY A. A.   | d and Notarial Seal this <u>16TH</u> day of .D. 19 <u>96</u> .   |
|  | & A A Mable  |
| instrument was prepared by                               | .Movey Public  |
|  | ST AURORA, IL 60504  |
| (Name)   | (A) dress)   |
|  |  |
| INSERT   | ECORDERS INDEX PURPOSES I STREET ADDRESS OF ABOVE IBED PROPERTY HERE   |
|  | IDED PROFESSION AND ADDRESS OF THE PERSON AN |
| ATTENDED AA 20 F NEW YORK CT                             |  |
| STREET 4428 E NEW YORK ST                                | <u> </u>   |
| STREET 4428 E NEW YORK ST                                |  |
| STREET 4428 E NEW YORK ST  CITY AURORA IL 60504          |  |
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|  |  |
|  |  |
| CITY AURORA IL 60504                                     |  |