OF THE PROPERTY OF

UNOFFICIAL COPY

this instrument prepared by:

TRANSAMERICA FINANCIAL

303 E ARMY TRAIL RD #215

BLOOMINGDALE, IL 60108

96157491

TRUST DEED

4191.00 Y			4.
THIS INDENTURE, made FEDRUAR	Y 21, THE ABOVE SPACE FOR	nrcomplet use only between RICKY P.	WILLIAMS
AND CORTNE A. WILE A.S.	HIS WIFE (JOINTLY)	, herein referred to as	"Mortgagors," and
CHICAGO TITLE INSURANCE			doing business in
CHICAGO	, illinois, herein referred to a	s Trustee, witnesseth:	HONGO
THAT, WHEREAS the Mongagors are just	stly in rebt ad to the legal holders of th	e Promissory Note hereinat	ter described. Sald
legal holder or holders being herein referred	Ito as Novers of the Note in the princip	alsumoi <u>68.892 56</u>	
•	Dolla	is avidenced by one certain	n Promissor Note
(the "Note") of the Montgagors of even da which are or may become payable from to and by which said Note the Montgagors p not paid earlier, due and payable as provi made at the place or places designated	rme-to-time the earliest, made payer promise to make munthly payments ided in the Note. Alt of said principa. in writing from time to time by the H	of principal and interest, wit and interest payments und olders of the Note.	in the whole debt, it or the Note shall be
NOW, THEREFORE, the Mortgagors to accordance with the terms, provisions are herein contained, by the Mortgagors to be 5 hereof to protect the security of this trust delivered to the recorder for record, do by unto the Trustee, its successors and assignment, situate, lying and being in the	secure: (a) the payment of the sal d limitations of this trust deod; (a) the performed; (c) the payment of all off st deed; and (d) the unpaid balances these presents BARGAIN, SELL, G gns, the following described Real Es	d principal sum of money a performance of the covenar ler sums, with interest, adva s of loan advances made aff FIANT, TRANSFER, CONV late and all of their estate, rig	
thorough and delaying an warming many	COUNTY DE COOK	AND C'	TATE OF ILLINOIS,
	COUNTY OF COUNTY	MIAO O	WIPOI IERINON!
4.4			ALICO ILLINOID,
to wit: PLEASE SE	EE SCHEDULE "A" WHICH IS AT	ACHED HERETO	
to wit: PLEASE SE AND A P	EE SCHEDULE "A" WHICH IS AT PART HEREOF FOR THE LEGAL I	PACHED HERETO DESCRIPTION.	, Albertanolog
to wit: PLEASE SE AND A P	EE SCHEDULE "A" WHICH IS AT PART HEREOF FOR THE LEGAL I	PACHED HERETO DESCRIPTION.	, A. J. O. ILLINOIO,
Prior instrument Reference: Volume Permanent tax number: 23-03-4	EE SCHEDULE "A" WHICH IS ATT PART HEREOF FOR THE LEGAL I Page	PACHED HERSTO DESCRIPTION.)
Prior instrument Reference: Volume Permanent tax number: 23-03-4 which, with the property hereinafter description of the rents, issues and profits thereof for so long primarily and on a parity with said real est therein or thereon used to supply heat, gar controlled), and ventilation, including (with floor coverings, in-a-door beds, awnings, constitute "household goods", as the terred that all of therein or not, and it is agreed that all of the rents of the rest agreed that all of the rents of the rest agreed that all of the rents of the rest agreed that all of the rents of the rest agreed that all of the rents of the rest agreed that all of the rents of the rest agreed that all of the rents of the	PART HEREOF FOR THE LEGAL in Page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as Monga 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as Monga 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "page 111-015 cribed, is referred to herein as the "p	premises". and appurtenances thereto paratus, equipment or articler, window shades, storm of the said real estate whether sin of said real estate whether ticles hereafter placed in the part of the premises. The part of the premises of the Holman and by virtue of the Holman and by virtue of the Holman also executed this trus has also executed this trus	a belonging, and all which are pledged es now or hereulter gle unit, or centrally doors and windows, ment or articles that plus (16 C.F.R. Part physically attached he premises by the er, for the purposes, mestead Exemption ad waive. By signing at deed solely for the

15-123 TD (Rev. 1-95)

Page 1

BOX 333-CTI

1. Mortgagors shall promptly pay when due the principal and interest on the debt evidenced by the "lote and any other

charges due under the Note.

2. Mortgagors shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 Holders of the Note; (d) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of applicable law with respect to the premises and the use thereof; and (f) make no material alterations in said premises except as required by applicable law.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges or tines against the premises when due, and shall, upon written request, furnish to Trustee or to Holders of the Note duplicate receipts therefor. To prevent nonperformance hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which

Mongagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by file, lightning, earthquake, wind-driven rain or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of monies 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 Holders of the Note under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Holders of the Note, 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 Holders of the Note, and in case of insurance about to expire, shall deliver

renewal policies not less than ten days prior to the respective dates of expiration.

5. If Mortgagors fail to perform the covenants, conditions and provisions contained in this trust deed, Trustee or the Holders of the Note may, but need not, make any payment or perform any act herein required of Mortgagors 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 forteiture affecting said premiries or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's lees, and any other monies advanced by Trustee or the Holders of the Note to protect the mortgaged premises and the lien hereof plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby. Unless Mortgagors and in a Holders of the Note agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate such of the Note and shall be payable, with interest, upon notice from the Holders of the Note to Mortgagors requesting payment, inaction of Trustee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any failure to perform the covenants, conditions and provisions contained herein on the part of Mortgagors.

6. The Trustee or the Holders of the Note 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, sale forfeiture, tax lien

or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according

to the terms hereol.

8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders or the Note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, except as otherwise provided by applicable law, 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 Holders of the Note for atforneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expent 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, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Holders of the Note 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 to 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 a rate equivalent to the post maturity rate set forth in the Note securing this trust deed, if any, or otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or Holders of the Note in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a pany, 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 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 n

9. 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 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 Note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the Note; Fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. 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 Mortgagors at the time of application for such receiver and without regard to the then value of the i 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 power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a safe and a deficiency, during the full statutory period of redemption whether there be redemption not, as well as during any further times when Mortgagors, 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 or such rents. for the protection, possession, control, management and operation of the premises during the whole of said period. The Countrom time to time may authorize the receiver to apply the new income in his hands in payment in whole or in part of: (a) 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 fien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency

11. 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 pany interposing same in an action at law upon the Note hereby secured, except as otherwise

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provided by applicable law.

12. Trustee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access

13. If this this deed is on a leasehold, Mortgagors shall comply with the provisions of the lease and if Mortgagors acquire fee title to the premises, the leasehold and fee title shall not merge unless Trustee or the Holders of the Note agree

to the merger in writing

14. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation 14. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the premises or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Holders of the Note. In the event of a total taking of the premises, the proceeds shall be applied to the sums secured by the trust deed, whether or not the idue, with any excess paid to Mortgagors. In the event of a partial taking of the premises, unless the Holders of the Note other vice agree in writing, the sums secured hereby by this trust deed shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the premises immediately before the taking. Any balance shall be paid to Mortgagors. If the premises are abandon of by Mortgagors, or if, after notice by the Holders of the Note that the condemnor offers to make an award or settle a claim for ramiges, Mortgagors tail to respond to the Holders of the Note within 30 days after the date the notice is given, the Holders of the Note are authorized to collect and apply the proceeds, at its or their option, either to restoration or repair of the premises or to the sums secured by this trust deed whether or not then due. Unless the Note provides otherwise, any application of the proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in Section 1 hereof or change the amount of such paymens.

15. If the ioan secured by this trust deed is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collecter for to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits.

limits, then: (a) any such loan charge shall be reduced by the permitted limit; and (b) any sums already collected from Mortgagors which exceeded permitted limits will be refunded to Mortgagors. The Holders of the Note may choose to make this refund by reducing the principal owed under the Note or by making a direct

16. This trust deed shall be governed by federal law and the laws of Illinois. In the event that any provision or clause of this trust deed or the Note conflicts with applicable law, such conflict small not affect other provisions of this trust deed or the Note which can be given effect without the conflicting provision. To this end in a provisions of this trust deed and the Note are declared to be severable.

17. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or trust deed, 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

18. Trustee shall release this trust deed and the lien thereof by propor instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, provide and exhibit to Trustee the Note, representation Trustee may accept as true.

the Note, representing that all indebtedness hereby secured has been paid, which representation True as may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accopt us the genuine Note herein described any Note which bears an identification number purporting to be placed thereon by a prosit unite hereunder or which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note and, where the release is requested of the original Trustee and it has never placed its identification number of the Note described herein, it may accept as the genuine Note herein described any Note which may be presented and which conforms in substance with the description herein contained of the Note and which purports to be executed by the Holders of the Note herein designated as makers thereof.

19. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

20. This trust deed and all provisions hereof, shall extend to and be blinding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons. Any Mortgagor who co-signs this trust deed but does not execute the Note: (a) is co-signing this trust deed only to mortgage, grant and convey that Montgagor's interest in the premises under the terms of this trust dead and/or to release and waive homestead rights; (b) is not personally obligated to pay the sums secured by this trust deed; and (c) agrees that the Holders of the Note and any other Montgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this trust deed or the Note without that Mortgagor's consent.

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21. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the Illinois "Trust And Trustee's

Act" shall be applicable to this trust deed.

22. To the extent required by applicable law, Mortgagors may have the right to have enforcement of this trust deed discontinued. Upon reinstatement by Mortgagors, this trust deed and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

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23. If all or any part of the premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagors is sold or transferred and Mortgagors are not natural persons) without the prior written consent of the Holders of this Note, the Holders of the Note may, at its ortheir option, require immediate payment in full of all sums secured by this trust deed. However, this option shall not be exercised if the exercise of this option by the Holders of the Note is prohibited by federal law as of the date of this trust deed. If the Holders of the Note exercise this option, the Holders of the Note shall give Mortgagors notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagors must pay all sums secured by this trust deed. If Mortgagors tail to pay these sums prior to the expiration of this period, the Holders of the Note may invoke any remedies permitted by this trust deed without further notice or demand on Mortgagors.

on Mortgagors 24, Ex 24. Except as provided in Section 23 hereof, if Mortgagors are in default due to the occurrence of any of the events of default provided in the "DEFAULT" provision of the Note, the Holders of the Note shall give Mortgagors notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is given to Mortgagors (which date may be the date Mortgagors are served with summons or have otherwise submitted to the jurisdiction of the court in a foreclosure proceeding brought by the Holders of the Note), by which the default which be cured (unless a court having jurisdiction of a foreclosure proceeding involving the premises shall have made an express written finding that Mortgagors have exercised Mortgagors' right to reinstate within the five (5) years in modistely preceeding the finding, in which case the cure period shall extend for only 30 days); and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this trust doed, foreclosure by judicial proceeding and sale of the premises. If the default of the sums secured by this trust doed, foreclosure by judicial proceeding and sale of the premises. If the default is not cured on or before the date specified in the notice, the Holders of the Note at its or their option may require immediate payment in full of all sums secured by the trust deed without further demand and may initiate or complete the foreclosure of the trust deed by judicial proceeding. Except as otherwise provided by applicable law, the Holders of the Note shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorney's fees and costs of title evidence.

WITNESS the hand sand seal so Mortgago	R. b. P. 181/11
	Morangor/RICKY B. WILLIAMS ALAMA AL AVILLATION (SEAL)
STATE OF ILLINOIS, COUNTY OF COOK JUANITA C. DANIELE in the State aforesaid, CERTIFY THAT RICKY P. WII, LI	Morigager CORINE A. WITLEAMS , a Nickary Public in and for and residing in said County, AMS_AND_LORENE A. WILLEAMS
son s whose name s subscribed to the foregonecknowledged that THEY signed, sealed and deliving voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 21ST TO FILL SEAL " JUANITA C. DANIELE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 10/12/99	personally known to me to be the same per- ping instrument, appeared before me this day in person and ered the said instrument as THETE free and
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD. TRANSAMERICA FINANCIAL SERVICES, 303 E. ARMY TRAIL ROAD, SUITE 215 BLOOMINGDALE, IL. 60108	

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Schedule "A"

Beneficiary's Name and Address:

RICKY P. WILLIAMS & LORINE A., WILLIAMS Name of Trustor(s): 8900 FOREST LANE

HICKORY HILLS, IL. 60457

Account Number: 1215-343873

TRANSAMERICA FINANCIAL SERVICES 303 E. ARMY TRAIL ROAD #215 BLOOMINGDALE, IL. 60108

Legal Description of Real Property:

LOT 156 IN FORREST HILLS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTH-EAST 1/4 AND IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP DED J.

COOK COUNTY CLERK'S OFFICE 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1962 AS DOCUMENT 18369667 IN COOK COUNTY, ILLINOIS.

PIN 23-03-411-015-0000

Rea	Property	
Com	monly kno	,

Commonly Known As: 8900 FOREST LANE ,

HICKORY HILLS, IL. 60457

Trustor(s):

ne A Williams 2/2/96

Date

Date

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Property or Coot County Clert's Office