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96206333

MAIL TO & PREPARED BY:

TCF BANK ILLINOIS, FSB
1420 KENSINGTON RD, STE 320
OAK BROOK, IL 60521

ILP412634

ILLINOIS - VARIABLE-RATE (OPEN-END)

092 - 092 - 6230122

MORTGAGE

State of Illinois
County of COOK

MARCH 14, 1996

THIS MORTGAGE SECURES A REVOLVING LINE OF CREDIT UNDER WHICH ADVANCES, PAYMENTS, AND READVANCES MAY BE MADE FROM TIME TO TIME. THE MAXIMUM AMOUNT OF THE LINE OF CREDIT WHICH MAY BE SECURED AT ANY ONE TIME IS \$18,000.00.

1. **Legal Description.** This document is a mortgage on real estate located in COOK Illinois (called the "Land"). The Land's legal description is:

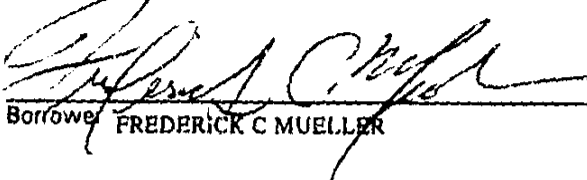
County, State of

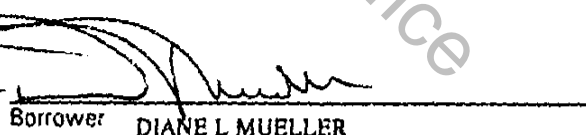
THE NORTH 20 FEET OF LOT 366 AND ALL OF LOT 367 IN THE FIRST ADDITION OF THE GRENNAN HEIGHTS, A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE CENTRAL LINE OF MILWAUKEE ROAD, ALL IN COOK COUNTY, ILLINOIS.

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PIN # 09-24-421-049-0000

NOTICE: See pages 2, 3 and 4 for more mortgage terms. The Borrower agrees that pages 2, 3 and 4 are a part of this Mortgage. By signing this Mortgage, Borrower agrees to all of its terms.


Borrower FREDERICK C MUELLER


Borrower DIANE L MUELLER

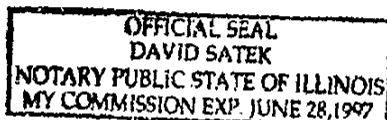
Borrower

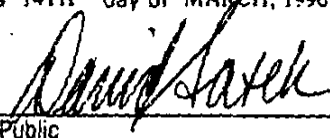
Borrower

STATE OF ILLINOIS
COUNTY OF COOK

} ss.

The foregoing instrument was acknowledged before me this 14TH day of MARCH, 1996, by FREDERICK C MUELLER AND DIANE L MUELLER




Notary Public

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COOK COUNTY CLERK'S OFFICE
JAN 11 2011 10:00 AM
1000 N. LAKE ST. CHICAGO, IL 60611

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2. **Definitions.** In this document, the following definitions apply.

"Mortgage": This document will be called the "Mortgage".

"Borrower": FREDERICK C MUELLER AND DIANE L MUELLER
HUSBAND AND WIFE will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF Bank Illinois fsb will be called "Lender". Lender is a federal savings bank which was formed and which exists under the laws of the United States of America. Lender's address for the purpose of receiving notices and making payments is 1420 Kensington, Suite 320, Oak Brook, IL 60521-2147.

"Agreement": The CommandCredit Plus Agreement signed by one or more Borrower and dated the same date as this Mortgage will be called the "Agreement". Under the Agreement, any Borrower signing the Agreement has a revolving line of credit called the "Account". The Agreement allows Borrower to obtain Loan Advances from the Account, make payments, and obtain readvances. Under the Agreement, Borrower may request Loan Advances from the Lender at any time until the final due date, shown in section 3 below.

"Property": The property that is described in section 5 is called the "Property".

3. **Final Due Date.** The scheduled date for final payment of what Borrower owes under the Agreement is 03-19-2011

4. **Variable Annual Percentage Rate.** The Annual Percentage Rate is the cost of Borrower's credit as a yearly rate. The Annual Percentage Rate Lender uses to figure Finance Charges will go up and down, based on the highest U.S. prime rate published daily in *The Wall Street Journal* under "Money Rates" (the "Index"). The index is not the lowest or best rate offered by Lender or other lenders. If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the index and notify Borrower. If the Annual Percentage Rate goes up or down, the Daily Periodic Rate will also go up or down. To figure the ANNUAL PERCENTAGE RATE, we add 2.40 percentage points to the index rate in effect the previous business day. ("business day" does not include Saturdays, Sundays and legal holidays.) On each business day we will recalculate the ANNUAL PERCENTAGE RATE for this loan so that it is 2.40 % (2.40 percentage points) above the index published the previous business day. If the index rate changes, however, the ANNUAL PERCENTAGE RATE for this loan will change the next business day. The beginning index rate for this loan is 8.25 % per year. The beginning ANNUAL PERCENTAGE RATE for this loan is therefore 10.65 % per year, which is a Daily Periodic Rate of .029178 %.

The maximum ANNUAL PERCENTAGE RATE is 19.00 %. The minimum ANNUAL PERCENTAGE RATE is 9.50 %.

5. **Description of the Property.** Borrower gives Lender rights in the following Property:

a. The Land, which is located at (address)

8025 OSCEOLA, NILES, IL 60714

The Land has the legal description shown above in section 1.

b. All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are now or will in the future be located on the Land.

c. All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along the Land. These are rights in other property that Borrower has as owner of the Land.

6. **Notice of Variable Rate of Interest.** This Mortgage secures a line of credit that has a variable rate of interest. This means that the interest rate may increase or decrease from time to time, as explained in paragraph 4.

7. **Finance Charge.** Borrower will pay a Finance Charge until Borrower has repaid everything owed under the Agreement. Lender figures the Finance Charge at the end of every monthly billing cycle. The monthly billing cycle runs from and including the first day of a month to and including the last day of that month. To figure the Finance Charge for a monthly billing cycle, Lender adds up the Finance Charges for each day in the billing cycle. To figure the Finance Charge for each day, Lender multiplies the Daily Periodic Rate times the Daily Balance of Borrower's Account on that day (for each day in the monthly billing cycle). Lender figures the Daily Periodic Rate by dividing the Annual Percentage Rate by 365 (or 366, in any leap year). Lender determines the Daily Balance by first taking the beginning balance of Borrower's Account each day, adding any new Loan Advances, and subtracting any payments or other credits to the Account, and subtracting any unpaid Finance Charges and Other Charges. Borrower pays a Finance Charge on Loan Advances beginning with the day they are made.

8. **Transfer of Rights in the Property.** Borrower mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, Borrower is giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who have taken mortgages on land. Borrower is giving Lender these rights to protect Lender from possible losses that might result if Borrower fails to keep the promises made in this Mortgage and in the Agreement.

9. **Termination of the Mortgage.** Lender's rights in the Property will end when the Agreement has been terminated and Borrower has paid all amounts owed to Lender under the Agreement and this Mortgage. Lender will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.

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10. Promises of Borrower -- Borrower represents and warrants that:

- a. Borrower owns the Property;
- b. Borrower has the right to mortgage, grant, and convey the Property to Lender; and
- c. There are no claims or charges outstanding against the Property except any mortgages that are currently shown in the office where real estate records are filed for the County where the Property is located.

Borrower gives a general warranty of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than Borrower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Property against any claims of such rights.

11. Borrower's Promise to Pay -- The Agreement. Borrower promises to promptly pay all amounts due on the Agreement except as explained in paragraph 18.

12. Borrower's Promise to Pay -- Charges and Assessment. Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charges on the Property, including any amounts on any prior mortgage, as they become due.

13. Borrower's Promise to Buy Hazard Insurance. Borrower promises to obtain a hazard insurance policy naming Lender as mortgagee, and which covers all buildings on the Property. The insurance must be satisfactory to Lender and must cover loss or damage caused by fire and hazards normally covered by "extended coverage" hazard insurance policies. The insurance must be in the amounts and for the periods of time required by Lender. Borrower will notify Lender promptly if there is any loss or damage to the Property. Lender may file a "Proof of Loss" form with the insurance company. Borrower directs the insurance company to pay all "proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower under the policy. Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower owes Lender.

If any Proceeds are used to reduce the amount which Borrower owes Lender under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower owes is paid in full.

If Lender forecloses this Mortgage, anyone who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

14. Borrower's Promise to Buy Flood Insurance. If the Land or any part of the Land is located in a designated official flood-hazardous area, Borrower promises to buy flood insurance in the maximum amount available or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood insurance will be paid to Lender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes is paid in full.

15. Borrower's Promise to Maintain the Property. Borrower promises that Borrower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.

16. Lender's Right to Take Action to Protect the Property. If (1) Borrower does not keep Borrower's promises and agreements made in this Mortgage, or (2) someone (Borrower or anyone else) begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this section may include, for example, paying any amount due under any prior mortgage, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays an obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these amounts that Lender pays, plus interest, at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows.

If Borrower fails to maintain insurance on the Property as required in paragraph 13, Lender may purchase insurance on the Property and charge Borrower for the cost as provided in this Mortgage. If Lender purchases this insurance, it will have the right to select the agent. Lender is not required to obtain the lowest cost insurance that might be available.

17. Lender's Rights. Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give it, will not cause Lender to give up those rights. Lender may exercise and enforce any of its rights until its rights under the Mortgage end. Each right that this Mortgage gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.

18. Joint Borrowers. Each person that signs this Mortgage is responsible for keeping all of the promises made by "Borrower". Lender may choose to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, if someone signed this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.

19. Notices. Unless the law requires differently, or unless Borrower tells Lender differently, any notice that must be given to Borrower will be delivered or mailed to Borrower at the address shown in section 5. Notices that must be sent to Lender will be given by mailing them to Lender's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.

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20. **Selling the Property.** Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Lender's written consent. This includes sale by Contract for Deed.

21. **No Defaults Under Prior Mortgages.** If there is already a mortgage against the Property, the Borrower promises that there will never be a default under that mortgage.

22. **No Other Mortgages.** Borrower agrees not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property without the Lender's written consent.

23. **Lender's Remedies -- Foreclosure.** If Lender requires Borrower to pay the entire outstanding balance under the Agreement in one payment (called "acceleration") and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:

- a. The promise that Borrower failed to keep or the representation or warranty that Borrower breached;
- b. The action Borrower must take to correct that failure;
- c. The date, at least 30 days away, by which the failure must be corrected;
- d. That if Borrower doesn't correct the failure or the representation or warranty that Borrower breached, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale;
- e. That Minnesota law allows Borrower to reinstate the Mortgage after acceleration; and
- f. That Borrower may bring suit in court to argue that all promises were kept and to present any other defenses Borrower has to acceleration.

Lender need not send the notice if the promise Borrower failed to keep consists of Borrower's sale or transfer of all or a part of the Property or any rights in the Property without Lender's written consent. If Borrower does not correct the failure by the date stated in the notice, Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to the Minnesota Statutes. Borrower gives Lender a power to sell the Property at a public auction. Borrower also agrees to pay Lender's attorneys' fees for the foreclosure in the maximum amount allowed by law. Lender will apply the proceeds of the foreclosure sale to the amount Borrower owes under this Mortgage, and to the costs of the foreclosure and Lender's attorneys' fees.

24. **Obligations After Assignment.** Any person who takes over Borrower's right or obligations under this Mortgage with Lender's consent will have Borrower's rights and will be obligated to keep all of the promises Borrower made in this Mortgage. If another person takes over Borrower's rights or obligations under this Mortgage, Borrower will not be released. Any person or organization who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and must keep all of Lender's obligations under this Mortgage.

25. **Waiver of Homestead.** Under the homestead exemption law, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed, before the homestead is foreclosed.

26. **Condemnation.** If all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the money to Lender. Lender will apply the money to pay the amount Borrower owes Lender, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the amount Borrower owes under the Agreement, Borrower will still have to make regular monthly payments until everything Borrower owes is paid.

27. **Paragraph Headings.** The headings of the paragraphs are for convenience only, and are not a part of this Mortgage.

This instrument was drafted by: TCF BANK ILLINOIS (sb, 801 Marquette Avenue, Minneapolis, Minnesota 55402

02266, page 4 of 4 6/95

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DEPT-01 RECORDING \$27.50
T#0010 TRAN 4415 03/18/96 13:06:00
#5402 + ER #-96-206334
COOK COUNTY RECORDER

ILE 413008

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 03/14/96 between LUCILLE POSEY
UNMARRIED herein referred to as "Grantors", and F. E. TRONCONE
UNMARRIED of OAKBROOK TERRACE, Illinois, herein referred to as
"Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of \$ 61336.95, together with interest thereon at the rate of (check applicable box):

☒ Agreed Rate of Interest: 14.88 % per year on the unpaid principal balances.

☐ Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be _____ percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release 1.15. The initial Bank Prime Loan rate is _____%, which is the published rate as of the last business day of _____; therefore, the initial interest rate is _____% per year. The interest rate will increase or decrease with changes in the Bank Prime Loan rate when the Bank Prime Loan rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4th of a percentage point from the Bank Prime Loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate ever be less than _____% per year nor more than _____% per year. The interest rate will not change before the First Payment Date.

Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of 03/20/11. Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the Beneficiary, and delivered in 180 consecutive monthly installments: 1 at \$ 878.87, followed by 179 at \$ 853.52, followed by 0 at \$.00, with the first installment beginning on 04/20/96, and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at OAK PARK Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

| | |
|--------------------------|--------------------|
| <input type="checkbox"/> | ORIGINAL (1) |
| <input type="checkbox"/> | BORROWER COPY (1) |
| <input type="checkbox"/> | RETENTION COPY (1) |

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NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all their estate, title and interest therein, situate, lying and being in the CITY OF COUNTY OF COOK AND STATE OF ILLINOIS, to wit: CHICAGO

Lot 11 in S.E. Gross' Fifth Humboldt Addition to Chicago in the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PIN: 16-02-225-011-0000

Commonly known as: 3335 Potomac, Chicago, IL

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.

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 anytime 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 therefor. 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 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 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 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 forfeiture 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 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 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 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.

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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 inquiring 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.

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 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.

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 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, 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 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 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 Loan Agreement, 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.

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 by 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 payment 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 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.

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, 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.

Lucille Posey (SEAL) _____ (SEAL)
LUCILLE POSEY

_____ (SEAL)

STATE OF ILLINOIS.

County of _____

53.

I, MARY T TOMPSZEWSKI
a Notary Public in and for and residing in said County, in the
State aforesaid, DO HEREBY CERTIFY THAT

LUCILLE POSEY

UNMARRIED

who IS personally known to me to be the same person whose name IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that SHE signed and delivered the said Instrument as HER free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my and and Notarial Seal this 14TH day of
MARCH, A.D. 19 96

This instrument was prepared by

M. TOMASZEWSKI, 7035 W. NORTH AVE., OAK PARK, IL. 60302

(Name)

drinks!

| D | NAME |
|----|---------|
| 01 | ALBERTA |
| 02 | ALBERTA |
| 03 | ALBERTA |
| 04 | ALBERTA |
| 05 | ALBERTA |
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STREET

CITY

INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

3339 W. POTOMAC

CHICAGO, IL

ASSOCIATES FINANCE, INC.
7006 W. North Ave.
Rt. 1, Oak Park, IL 60455

ASSOCIATES FINANCE, INC
7035 W. North Avenue
Oak Park, Ill. 60302

OR
RECORDER'S OFFICE BOX NUMBER