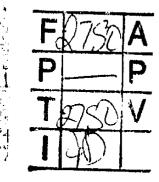
## **UNOFFICIAL COPY**



## 96210847

. DEPT-01 RECORDING

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COOK COUNTY RECORDER

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111001 5445	
THIS INDENTURE, made	THE ABOVE SPACE FOR RECORDERS USE ONLY  03/15/96 between SARA MCPHERSON, DIVORCED AND NOT SINCE
REMARRIED	herein referred to as "Grantors", and S.E. MATTHEWS
	of CHICAGO , Illinois, herein referred to as
"Trustee", witnesseth:	C <sub>x</sub>
	rs have gromised to pay to Associates Finance, Inc., horein referred to as "Beneficiary", greement hereinafter described, the principal amount of \$25312.83, together a of (check applicable box):
Agreed Rate of Interest: I changes in the Prime Loan rapublished in the Federal Rese is the published rate as of the year. The interest rate will increate, as of the last business depoint from the Bank Prime Loadecrease more than 2% in an	15.05 % per year on the unpaid principal balances.  This is a variable interest rate loan and the interest rate will increase or decrease with the term of the interest rate will be to the percentage points above the Bank Prime Loan Pate role Board's Statistical Release H.15. The initial Bank Prime Loan rate is NA %, which last business day of NA ; therefore, the initial interest rate is NA % per rease or decrease with changes in the Bank Prime Loan rate when the Bank Prime Loan lay of the preceding month, has increased or decreased by at least 1/4th of a percentage can rate on which the current interest rate is based. The interest rate cannot increase or by year. In no event, however, will the interest ate ever be less than NA % per year year. The interest rate will not change before the First Payment Date.
monthly payments in the mortotal amount due under said	Rate of Interest shall be given effect by changing the dollar amounts of the remaining onth following the anniversary date of the loan and every $12$ months thereafter so that the Loan Agreement will be paid by the last payment date of $0?/20/11$ . Associates est rate increase after the last anniversary date prior to the last payment due date of the
Boneficiary, and delivered in followed by 0 a beginning on 04/20/9 thereafter until fully paid. All	to any the said sum in the said Loan Agreement of even date herewith, made payable to the 180 consecutive monthly installments: 180 at \$ 355.13 to \$ .00 , followed by 0 at \$ .00 , with the first installment of said payments being made payable at CHICAGO   Illinois, or at such place lider may, from time to time, in writing appoint.

OFIGINAL (1)	
BORROWER COPY	(1)
RETENTION COPY	(1)

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LEGAL DESCRIPTION: LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN IN THE COUNTY OF COOK. AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 8/31/84. AND RECORDED 9/05/84. AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. AND REFERENCED AS FOLLOWS: 27242878.

TAX ID NO: 25-08-425-025

CKA: 10230 S. ABERDEEN CHGO, TL. 60643

which, with the property herein atter 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 form, 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 robuild 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 machanic's or other liens or claims for then not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a liet 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 Beneticiary 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 shid 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 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 iten 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.

- 5. The Trustee or Benefician tien by secured making any payment needly 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 iten or title or claim thereof.
- 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, Totters certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such sult 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 accrust 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 includent 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 rest Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made cither 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, pous ession, control, management and operation of the premises during the whole of said period. The Court from time to time may a ithorize 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 occome superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency.
- 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defends which while not be good and available to the party interposing same in any action at law upon the note hereby security.
- 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, impolity of refusal the set of Trustee, the Repeticiary 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.

successors or assigns or detrailedry.	
WITNESS the hand(s) and seal(s) of Grantors	the day and year first above written.
c and	• •
Down Thousan	(SEAL)(SEAL)
SARA MCPHERSON	
	(SEAL)(SFAL
	(0)
0.	
STATE OF ILLINOIS,	I, THE UNDERSTGNED
55.	a Notary Public in and for and residing in said County, in the
County of COOK	State afcresaid, DO HEREBY CERTIFY THAT SARA MCPHERSON, DIVORCED AND NOT SINCE
Ox	REMARRIED
***************************************	who TS personally known to me to be the same
"OFFICIAL SEAL"	person whose name <u>IS</u> subscribed to the foregoing instrument, appeared before me this day in
GEORGE E. MILLER Notary Public, State of Illinois	Signed and acknowledged that SHE signed and
My Commission Expires July 22, 1998	dolivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth.
	voicinity act, for the uses and purposes affect set total.
	GIVEN under my and and Notarial Seal this 15th day of
	MARCH , A.D. 1996 .
	Noten Fisher
This instrument was prepared by	Noter, Flore
ASSOCIATES FINANCE, INC.	6500 W. IRVING PK RD CHGO, IL. 60634
(Jieme)	(A Jores d)
$\circ$	
D NAME A	FOR RECORDERS INCOMPURPOSES
	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
Y OTREET	10230 S. ABERDEEN
	CHICAGO, IL. 60643
Y GITY	
INSTRUCTIONS	
OR	
RECORDER'S OFFICE	BOX NUMBER