UNOFFICIAL COPY



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٠	COOK COUNTY RI	ECONDER

THOOLDELD /			
THIS INDENTURE, made	04/05/96 between	IRENE L. MOORE.	PACE FOR RECORDERS USE ONLY
THIS HADEIN STIE, HAVE		"Grantors", and S.	
	of	CHICAGO	, Illinois, herein referred to as
"Trustee", witnesseth:		<del></del>	minos, notell teleffed to as
THAT, WHEREAS the Grantors the legal holder of the Loan Ag with interest thereon at the rate	reemont nereinamer desci	Associates Finance, ibed, the principal arr	Inc., herein referred to as "Beneficiary", nount of \$54802.33, together
	or (check at breadle box);		
Agreed Rate of Interest:	NA % per year on th	e unpaid principal bala	ances
changes in the Prime Loan rate published in the Federal Reserv is the published rate as of the layear. The interest rate will increate, as of the last business day point from the Bank Prime Loan	The interest rate will be a Board's Statistical Releases to business day of 03/ease or decrease with chary of the preceding month, in rate on which the currence. Year, in no event, however,	5.89 percentage   s 3 H.15. The initial Ba 96 ; therefore, ages in the Bank Prim has increased or deci at interest rate is base or, will the interest rate	rest rate will increase or decrease with points above the Bank Prime Loan Rate ank Prime Loan rate is 8.25 %, which the initial interest rate is 14.14 % per set Loan rate when the Bank Prime Loan reased by at least 1/4th of a percentage ed. The interest rate cannot increase or a ever be less than 12.14 % per year of First Payment Date.
monthly payments in the month total amount due under said Li	i following the anniversary can Agreement will be pa	date of the loan and id by the last payme:	ig the dollar amounts of the remaining every 12 months thereafter so that the int date of 04/10/11. Associates for to the last payment due date of the
followed by at \$	consecutive name of the consec	nonthly installments: i by0 at \$ g installments continues payable at CHICAG	.00 , with the first installment

LOT THIRTY-THREE (33) IN WITHERELL'S SUBDIVISION OF BLOCK TWO
(2) OF NORTON'S SUBDIVISION OF THE NORTH EAST QUARTER OF THE
NORTH EAST QUARTER OF SECTION TWENTY-SEVEN (27) TOWNSHIP THIRTYEIGHT (38) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL
MERIDIAN SITUATED IN THE CITY OF CHICAGO, SITUATED IN THE COUNTY
OF COOK IN THE STATE OF ILLINOIS.

CKA: 7137 S CHAMPLAIN CHCIAGO, IL 60619

TAX ID NO. 20-27 205-012-0000

which, with the property hereing 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 se 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 claim; for tien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lier 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 regainst 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 or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on wid 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 days 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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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, guarance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deer 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 bankrupt sy 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 he economies 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 commence d.

8. The proceeds of any foreclosure call of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and carenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph lereof; 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 filling 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 inede either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time or 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 never 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, so 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) and 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 was 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.

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eficiary chall have the authority to In case of the resignation, inability 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) (SEAL) (SEAL) THE UNDERSIGNED STATE OF ILLINOIS. a Notary Public in and for and residing in said County, in the County of COOK State aforesaid, DO HEREBY CERTIFY THAT IRENE L. MOORE, AND UNMARRIED PERSON who IS \_\_\_\_ personally known to me to be the same person whose name \_\_IS\_ to the foregoing instrument, appeared before me this day in "OFFICIAL SEAL" parson and acknowledged that \_ delivered the said Instrument as HER GEORGE E. MILLER Notary Public, State of Illinois voluntary act, for the uses and purposes therein set forth. My Commission Expires July 22, 1998 GIVEN unuer my and and Notarial Seal this 5th \_ day of , A.D. 19 96 . This instrument was prepared by 6500 W. IRVING PK AD., CHGO, IL E. VALENCIA FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE JUIALES FINANCIAL SERVICES 6500 W. Irving Park 7137 S CHAMPLAIN Suite J CHICAGO, IL 60619 Chicago, IL 60634 CITY INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER