UNOFFICIAL COPY

DEPT-U1 RECORDING

T40012 TRAN 0210-04/18/96 12:09:00

#0992 # CG #-96-293118
COUNTY RECORDER

96293118

TOUGT DEED	
TRUST DEED	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, mide 04/11/96	_ between _ ISAIAH R. ALATORRE AND LAURA ALATORRE
husband and wife herein re	ferred to as "Grantors", and GARY OTTO R.A.V.P.
	of 17629 S. HALSTED, HOMEWOOD, Illinois, herein referred to as
"Trustee", witnesseth:	
THAT, WHEREAS the Grantors have promis-	ed to pay to Associates Finance, Inc., herein referred to as "Beneficiary",
the legal holder of the Loan Agreement here	inafter described, the principal amount of \$ 73421.09 together
with interest thereon at the rate of (check pupi	icable box);
Agreed Rate of Interest: 10.47 % po	er year on the unique principal balances. Ne interest rate will increase or decrease with
Agreed Hate of Interest: This is a variable	rate will bepercentage points above the Bank Prime Loan Rate
Changes in the Francis Besons Boards Ste	distical Release H.15. The initial Bank Prime Loan rate is%, which
published in the receipt reserve cours of the	ay of; therefore, the initial interest rate is% per
was The interest rate will increase or decree	ase with changes in the Bank Prime Loan rate when the Bank Prime Loan
reto, se of the lest hyelness day of the proce	ding month, has incressed or decreased by at least 1/4th of a percentage
noint from the Renk Prime I can rate on white	ch the current interest rate is based. The interest rate cannot increase or
decrease more than 2% in any year. In no e	vent, however, will the interest rain ever be less than % per year
nor more than % per year. The inte	rest rate will not change before the First Payment Date.
	' Q ₄ .
	7
Adjustments in the Agreed Rate of Interest	shall be given effect by changing the dellar amounts of the remaining
mouthly neumants in the month following the	anniversary date of the loan and every 😢 months thereatter so that the
total amount due under said Loan Agreeme	nt will be paid by the last payment date of 01/20/11. Associates
	after the last anniversary date prior to the last payment due date of the
toan.	
was the control of th	n in the said Loan Agreement of even date herewith, much payable to the
the Grantors promise to pay the said sun	onsecutive monthly installments: 1 at \$ 855.59
Semenciary, and conversed in	B followed by 0 at \$.00 , with the first installment
having an 05/20/96 and	the remaining installments continuing on the same day of each month
thereafter until fully paid All of said payment	is being made payable at HOMEHOOD Illinois, or at such place
as the Beneficiary or other holder may, from t	ime to time, in writing appoint.
as the sellement of other motor must nome	time to mirror its triuming application.
	Day
,	BIIX 220
	-VA 03.1.1.TI
	BOX 335-CTI

ORIGINAL (1) BORROWER COPY (1)
RETENTION COPY (1)

00660A.04

607664 REV. 10-95 (I.B.)

NOW, THEREFORE, the Crantors to secure the payment of the said shightion 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

. 30

· Mag"

_ AND STATE OF ILLINOIS, to wit:

LOT 7 IN BLOCK 4 IN COOPERS HAZELCREST MANOR, BEING A SUBDIVISION OF THE EAST 443 FEER OF THE NORTHEAST 1 OF THE NORTHEAST 1 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS

ALSO COMMONLY KNOWN AS: 16776 S. WESTERN HAZEL CREST. ILLINOIS

CALLERY CALL CALL CALL CALL

which, with the property hereing iter 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 sol 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 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 hunicipal 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, and tox or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on uaid premises insured against φ is damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of 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 cost 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 (20)s 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 any text iten or other prior iten or title or claim thereof, or redeem from any text sale or torretture affecting said premises or contest any text or promise or settle any text lien or other prior lien or title or claim thereof, or redeem from any text sale or forfeiture affecting said premises or contest any text 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 next of Grantors. the part of Grantors.

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.

化自然性的 经基础 不可能够可以不可能的概念的可

- 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 reaccombly necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such teams the true condition of the title or the value of the premises. All expenditures which menses of the nature in this preparation 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 Loren Agreement the Trust Deed or any including, to which either of them shall be a party, either as plaintiff, claimant or defendent, by reason of this Trust Deed or any includences hereby secured; or (b) preparations for the commencement of any suit for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (o) 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 toan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the facts; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- spoint 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 sald premises during the pendency of such foreclosure suit and, in (and 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, procession, control, management and operation of the premises during the whole of said period. The Court from time to time and 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.

•
Ö,
13
C
ω
1
*
Œ

	fusal to act of Trustee, the Beneficiary shall have the authority to rust hereunder shall have the identical title, powers and authority as
claiming under or through Grantors, and the word persons liable for the payment of the indebtedne	of, shall extend to and be binding upon Grantors and all persons "Grantors" when used herein shall include all such persons and all ess or any part thereof, whether or not such persons shall have. The term Beneficiary as used herein shall mean and include any
WITNESS the hand(s) and seal(s) of Grantors the	day and year first above written.
maial Z. clatore	(SEAL) Jaura J. Alatomy (SEAL)
ISAIAH R. ALATORRE	LAURA ALATORRE
	(SEAL) (SEAL)
6	
STATE OF ILLINOIS,	Susann M. Thyberg
County of COOK	a Notery Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Ox	ISAIAH R. ALATORRE AND LAURA ALATORRE, HUSBAND AND WIFE
	who ARE personally known to me to be the same
	person (S) whose name ARE subscribed to the foregoing instrument, appeared before me this day in
	person and acknowledged that <u>THEIR</u> signed and
	delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth.
) "OFFICE	0,
SUSANN M. THYBERG	GIVEN under in ; and and Notarial Seal this 11th day of APRIL
COMMISSION STATE DE HIG	Then Machine
This instrument was prepared by	Neglis Public
**	Q _A
SSOCIATES FINANCIAL SERVICES (Name)	17629 S. HALSTED HOMEWOOD, IL 60430
	0,
NAME	FOR RECORDERS INDEX PURPICGES
	INSERT STREET ADDRESS OF ARXVE DESCRIBED PROPERTY HERE
. ASSOCIATES FINANCIAL SERVICES	DESCRIBED FROM EACH MEME
STREET	16776 S WESTERN
17629 S. HALSTED	HAZEL CREST. ILLINOIS 60429
CITY	
HOMEWOOD, IL 60430	ş.
INSTRUCTIONS	
OA RECORDER'S OFFICE BOX	(NUMBER