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COOK COUNTY RECORDER

THIS INDENTURE, mad 2 74/09/96	THE ABOVE SPACE FOR RECORDERS USE ONLY
	DEWSEN LUIS BROWN AND INQUALA DROWN, IN JUINI
TENANCY.	herein referred to as "Grantors", and
RAIMUNDO VICTOR MIZRACHI	of
CHICAGO Mir	nois, herein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Grantors have per the legal holder of the Loan Agreement Loan Agreement of the Grantors of ever said Loan Agreement the Grantors promonthly installments:	promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", hereinafter described, the sum of \$ 9112.32 , evidenced by one certain date liere with, made payable to the Beneficiary, and delivered, in and by which mise to pry the said sum 9112.32 in 84 consecutive 105.49 , followed by 0 at \$ .00
NOW, THEREFORE, the Grantors provisions and limitations of this Trust E by the Grantors to be performed, and all nereby acknowledged, do by these presented following described Real Estate and	to secure the payment of the said chilyation in accordance with the terms, beed, and the performance of the covenant and agreements herein contained, so in consideration of the sum of One Dollar in hand paid, the receipt whereof is sents CONVEY and WARRANT unto the Trustee its successors and assigns, all of their estate, right, title and interest therein, situate, lying and being in the
NOW, THEREFORE, the Grantors provisions and limitations of this Trust E by the Grantors to be performed, and althoraby acknowledged, do by these preside following described Real Estate and	to secure the payment of the said colligation in accordance with the terms, beed, and the performance of the covenance and agreements herein contained, so in consideration of the sum of One Dollar in cand paid, the receipt whereof is sents CONVEY and WARRANT unto the Trustee its successors and assigns.

which, with the property hereinafter described, is referred to herein as the "premises."

600412 REV. 10-95 (Precompute)

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RETENTION COPY (1)

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

- 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
- 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 meneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfaction 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 expiration.
- 4. In case of default therein, Trustee of 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 electroparances, 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 ax 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 additional indebtedness secured hereby and shall become immediately due and payable without notice and with 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 Beneficiary hereby secured making any payment increby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the velicity of any tax, assessment, sale,
- 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 agree next of the Grantors herein contained or (c) immediately if all or part of the premises are sold or transferred by the Grantors without 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 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 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 not the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced; or (c) hereof, whether or not actually commenced.

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 are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute are mentioned in the preceding paragraph hereof; second are mentioned in the preceding paragraph hereof. 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.

- 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 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, possession, control, management of the protection of the premises during the whole of said period. The Court from time to time may authorize the receiver to 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 decre a, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
  - 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.
  - Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access timerete shall be permitted for that purpose.
  - 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 hereun ter, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before excraising any power herein given.
  - 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.
  - In case of the resignation, inability or refusal to act of Trustee, the deneficiary 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.
  - This Trust Deed and all provisions hereof, shall extend to and be binding upor 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 the sons 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.

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مسر	Jos Brown	
	/ LOIS BROWN	/ / YAQUALA BROWN (SEAL)
···		(SEAL)(SEAL
ST	ATE OF ILLINOIS,	I, STEVE AYALA
Co	unty of <u>COOK</u>	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
	00-	who ARE personally known to me to be the same person AS whose name ARE subscribed to the foregoing Instrument, appeared before me this day in
3	***************************************	person and acknowledged that <u>THEY</u> signed and delivered the said instrument as <u>THEIR</u> free and
	"OFFICIAL SEAL" Steven Ayala	voluntary act, for the uses and purposes therein set forth.
	Motory Public, State of Illinois My Commission Expires 3/9/99	GIVEN under my hand and Notarial Seal this <u>9TH</u> day of <u>APRIL</u> , A.D. 19 <u>96</u>
	· ·	Notary Public
	s instrument was prepared by	4
	RAIMUNDO MIZRACHI, ASSOCIAT	TES FINANCE, 6640 S PULASKI, CHICAGO, IL
	3	
D E	NAME	FOR RECORDERS INDEX PURPOSES INSERT STREET ALDPESS OF ABOVE DESCRIBED PROPERTY FIERE
VE	STREET	
A Y	CITY	
	INSTRUCTIONS	
() ()	OR RECORDER'S OFFIC	E BOX NUMBER