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DEPT-01 RECORDING

\$27.50

T#0014 TRAN 5179 05/20/96 11:40:00 #3070 # JW #-96-379905 COOK COUNTY RECORDER

TRI	JST	DEED	
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TRUST DEED _	
40 (10 (10)	THE ABOVE SPACE FOR RECORDERS USE ONLY Sharon T. Brown Blunt
herein referred to as "Gra	ntors", and Delbert G. Monroe
Branch Assistant Vice President of 2020 E 159th	h St Calumet City , Illinois, herein referred to as
"Trustee", witnesseth:	27.7
THAT, WHEREAS the Grantors have promised to pay to Asse	ocietae Finance Inc. herein referred to as "Reneficiary"
the legal holder of the Loan Agreement burningter described	the principal amount of \$ 55437.17 together
with interest thereon at the rate of (check applicable box):	, the philospal amount of a, together //
will sittelest thereon at the rate of (check apple able box).	
Agreed Rate of Interest: 13.49 % per year or, the uni	oeid principal halances.
DaAgreed Rate of Interest: This is a variable interest rate to	oan and the interest rate will increase or decrease with
changes in the Prime Loan rate. The interest rate will beN	A percentage points above the Bank Prime Loan Rate
published in the Federal Reserve Board's Statistical Release	15. The Initial Bank Prime Loan rate is N/A %, which
s the published rate as of the last business day ofN/A	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 i	increase of decreased by at least 1/4th of a percentage
point from the Bank Prime Loan rate on which the current int	erest rate is becad. The interest rate cannot increase or
decrease more than 2% in any year. In no event, however, wi	ill the interest rate ever be less thanN/A_% per year
nor more than $\frac{N/A}{}$ % per year. The interest rate will not c	change before the First Payment Date.
,	
	T'_
Adjustments in the Agreed Rate of Interest shall be given e	affect by changing the dollar amounts of the remaining
monthly payments in the month following the anniversary date	e 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 Associates
waives the right to any interest rate increase after the last an	iniversary date prior to the last payment due date of the
loan.	.00
The Grantors promise to pay the said sum in the said Loar	
Beneficiary, and delivered in 240 consecutive month	nly installments: 1 at \$ 876.61
followed by 239 at \$ 668.88, followed by	
beginning on <u>07/01/96</u> , and the remaining ins	stallments continuing on the same day of each month
thereafter until fully paid. All of said payments being made pa	yable at <u>CALUMET CITY</u> Illinois, or at such place
as the Beneficiary or other holder may, from time to time, in wri	
	Nations Title Agency of Illinois, Inc.
	246 E. Janata Blvd. Ste. 300
	Lombard II 60149

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NOW, THEREFORE, the Granfors to secure the payment of the sala 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 AND STATE OF ILLINOIS, to wit: COUNTY OF . Lot 13 in Pritchard's resubdiviison of Block 40 in South Lawn, a subdivision in Section 3 and

Section 17, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also Known As: 15025 S Loomis Barvey, Il. 60426 PIN# 29-08-321-013

which, with the property hereination 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.

- 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 lie, or charge on the premises superior to the lien hereo, 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 atterations in said premises except as required by law or muracipal 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 and office and other charges against the prevent default here under Grantors to sentent. desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on cald 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 insurance 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 clears to be attricted 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 partial payments affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes therein 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 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 effer 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 proceeding, 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 accusal 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 time 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 Two 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, issued 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 outhorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness sectrod hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be considered 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.

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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) or	r Grantoro ara day ara ye	- M - R. R.M.
	(SEAL) (Sharow Stown (SEAL)
		Sharon T. Brown Blunt
	(SEAL)	(SEAL)
O 4		
TATE OF ILLINOIS,) ! E	leanor B Dettlaff
O a sala	ss. a Nota	ry Public in and for and residing in said County, in the foresaid, DO HEREBY CERTIFY THAT Sharon T. Bro
ounty of GOOK	Ox Blunt	IORESAIG, DO RENEBY CENTIFY THAT SHATOIT 1. 11.1
	who	is personally known to me to be the same
	person	whose name <u>is</u> subscribed
		foregoing instrument, appeared before me this day in
**************************************		and acknowledged that <u>she</u> signed and and the said instrument as <u>her</u> free and
		ny act, for the uses and purposes therein set forth.
·	FOIGNI	A prof (a) all and and the balls and a state at a series
	GIVE	EN under my and and Notarial Seal this
	Second Company of the	memor summit D. 19
.3	% "OFFIC	CIAL SEAL Please & Attacky
is instrument was prepared by	Notary Publi	ic, State of Ilin one nor E Dettlaff John Paris
• • • •	My Commiss	ion Expires 6/30/90
ociates Financial Services	, Inc. 2020 hold hold hold hold hold hold hold hold	Modern)
(Капе)		
NAME	NANCE INC.	FOR RECORDERS INDEX PURPOSES
ASSOCIATES FIL	P.O. BOX 1458	INSERT STREET ADDRESS OF ABOVE
2020 E. 139 IH 31.	Y. IL 60409	DESCRIBED PROPERTY LEHE
STREET CALUMET 017	-1000	15025 S Loomis
		Harvey, Il. 60426
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