## UNOFFIGHALZ8COPY

. 0EPT-01 RECORDING \$27.50 . T17777 TRAN 2979 05/22/96 12:21100 . †8452 ‡ RH \*ータムー385578 . COOK COUNTY RECORDER

CCT#0218842	Comm#960029	74	
TRUST DEED THIS INDENTURE. MAKE	j_ 05/21/96 between	THE ABOVE SPACE P David Ng a single ma	FOR RECORDERS USE ONLY
Trillo modification and	herein referred to as *	Grantors*, and <u>George P.</u>	O'Connor
*Trustee*, witnesseth:	7/1		
the legal holder of the Lo	rantors have promised to pay to pan Agreement hereinafter describe rate of (check applicable box):	Associates Finance, Inc., he ped, the principal amount of	rein referred to as "Beneficiary".  \$116323.56 together
☐ Agreed Rate of Interections in the Prime Load published in the Federal list the published rate as one year. The interest rate with rate, as of the last busine point from the Bank Prime decrease more than 2%	st:% per year on the est: This is a variable interest rate an rate. The interest rate will be	percentage points a percentage points and percentage points a percentage	bove the Bank Prime Loan Rate he Loan rate is%, which had interest rate is% per rate when the Bank Prime Loan by at least 1/4th of a percentage interest rate cannot increase or he less than% per year
monthly payments in the total amount due under	ed Rate of Interest shall be given month following the anniversary said Loan Agreement will be painterest rate increase after the las	date of the loan and every d by the last payment date	12 months thereafter so that the of Associates
Beneficiary, and delivered followed by	e to pay the said sum in the said led in consecutive m at \$, followed, and the remaining Mall of said payments being made er holder may, from time to time, in	onthly installments: by at \$ installments continuing or payable at	at \$, with the first installment the same day of each month
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Nations Title Agency of Illinois, inc. 246 E. Janata Blvd. Ste. 300 Lombard, IL 60148

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RETENTION COPY (1)

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

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NOW, THEREFORE, the Grantors to secure the payment of the said 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 COUNTY OF \_\_\_\_\_\_\_ AND STATE OF ILLINOIS, to wit:

Lot 15 (Except that part of said Lot 15 lying West of a line drawn through the Center of party Wall and intersecting the North and South Line of said Lot 15) in Albert Crane's Subdivision of Lots 3,4,5,and 6 in Block 2 in United State's Bank addition to Chicago in the West 1/2 of the SouthEast 1/4 of Section 28

Township 39 North, range 14 East of the third Principal Meridiain,in Cook County Illinois.

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PIN #17-28-401-040

which, with the property hereinalier, 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 premisez ur., o 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.

- 1. Grantors shall (1) promptly repair, restore or regulid 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 marricipal 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 desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said promises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the incurance 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 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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- 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 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.
- 29. 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 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 increase 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 encircement 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 he nunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee by for exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that (ill inJebtedness 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, inability or refusal to act of Trustes, 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 Ceed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

9634.8578

## **UNOFFICIAL COPY**

<del></del>		(SEAL) (SEAL
	David Ng	,
	<del></del>	(SEAL) (SEAL
STAT	TE OF ILLINOIS,	Tin A A. Boubel
Coun	COOK ss.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT David Ng a single man
	<b>A</b>	who is personally known to me to be the same person whose name subscribed
	"OFFICIAL SEAL"	to the foregoing Instrument, appeared before me this day in person and acknowledged that signed and delivered the said Instrument as his free and
	Notary Public, State of Illinois My Commission Explise //7/99	voluntary act, for the uses and purposes therein set forth.
	Ok	of may , A.D. 19 36 .
This is	nstrument was prepared by	dua Maria Normy Puche
	Debbie Hayes	9528 S. Cicero
	(Name)	(Address)
		C/O/A
r E	NAMEIssociates Finacne Company	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
	9528S. Cicero STREET	DESCRIBED PROPERTY HERE
V E	Osk Lawn 1160453	
I V E RY	CITY	
	INSTRUCTIONS	