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\$27.50

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Marion's Wille Agency of Hillhole, Inc.

DEPT-01 RECORDING

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COUK COUNTY RECORDER

Account No. 1740-0217581 Nations Order #971L04066 TRUST DEED
THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, mide 06/06/97 between Michael L. Blansing! I and Doris E. Moss. Each as to an Und Vided & herein referred to as "Grantors", and Delbert G. Monroe, B.A.V.P. 2020 E. 159th Stree: of Calumet City , Illinois, herein referred to as
2020 E. 159th Street Milergal of Calumet City , Illinois, herein referred to as
"Truiteo", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreemen, harelinafter described, the principal amount of \$ 64770.67. together
with interest thereon at the rate of (check applicable box):
$\mathcal{L}D$
্ৰি Agreed Rate of Interest: % per year on the unpaid principal balances. এই Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with
changes in the Prime Loan rate. The interest rate will be 6.47 percentage points above the Bank Prime Loan Rate
published in the Federal Reserve Board's Statistical Release Fl.15. The initial Bank Prime Loan rate is <u>8.50 %</u> , which is the published rate as of the last business day of <u>05/97</u> ; therefore, the initial interest rate is <u>14.97</u> % 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 increased or decreased by at least 1/4th of a percentage
point from the Bank Prime Loan rate on which the current interest rate is based. The interest rate cannot increase or
clecrease more than 2% in any year. In no event, however, will the interest rate ever be less than 12.97 % per year nor more than 20.97 % per year. The interest rate will not change before the First Payment Date.
The more than
Ailjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining
monthly payments in the month following the anniversary date 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 of01/15/17 Associates walves the right to any interest rate increase after the last anniversary date prior to the last payment due date of the
loan.
The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the
Elemeficiary, and delivered in 240 consecutive monthly installments: 1 at \$ 959.08 followed by 239 at \$ 051.35 followed by 0 at \$.00 with the first installment
caginining of virisize and the remaining instantions continuing on the same day of each month
thereafter until fully paid. All of said payments being made payable at CADUMET CITY
tis the Beneficiary or other holder may, from time to time, in writing appoint.

BORROWER COPY (1) RETENTION COPY (1)

ORIGINAL (1)

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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 Dead, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the such of One Dollar in hand paid, the receipt whereof is hereby adinowledged, 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 COOK AND STATE OF ILLINOIS, to wit:

The South 4.82 Feet of Lot 1, Lot 2 and the North 18/100 Feet of Lot 3, in Block 104 in Cornell, A Subdivision in Part of Sections 26 and 35, Township 38 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois.

ALSO COMMONLY KNOWN AS: 7904 Durchester, Chicago, Illinois, 60619

which, with the property hereinalter 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 premised unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, the from all rights and benefits under and by virtue of the Homestead Exemption Lriws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

- 1. Granters shall (1) promptly repair, restore of resultd 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 tien 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 each 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 interipal ordinance.
- 2. Granto's 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 the previous 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, and other hazards and perils included within the scope of a standed extended coverage endorsement, and such other hazards as Beneticiary may require, 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 silcured 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, procure insurance, 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 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 montgaged 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. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take tiny action whatsoever.

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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 including into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tak flen or title or claim thereof.
- it. Granters shall pay each item of indebtedness herein montioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Granters, 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 Granters herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Granters without Beneficiary's pilor written consent.
- Trustee shall have the right to forcolose the lion hereof. In any sult to forcolose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale till expenditures and expenses which may be paid or incurred by or on wehalf of Trustee or Beneficiary for atterney's fees. Trustee's fees, appraisers' fees, outlay for decumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to times to be expensed after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Terrens 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 promises. 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 Lean Agreement this immediately due and payable, with interest thereon at the annual percentage rate stated in the Lean Agreement this probate and payable, with interest thereon at the annual percentage rate stated in the Lean Agreement this probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any including state or proceeding which might affect the promises or the security hereof, whether or not actually commenced; or (c) proparations for the defense of any threatence ruit or proceeding which might affect the promises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any forcelesure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses heldent to the forcelesure proceedings, including all such items as are mentioned in the preceding paragraph hereof; account all other from 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 everplus to Gramors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foroclose this first Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made eliber before or after sale, without notice, without regard to the polyency 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 honestead 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 foroclosure 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 sutherize the receiver to apply the not income in his hands in payment in whole or in part of: (1) The indebtedness second hereby, or by any decree fereclosing this Trust Deed, or any tax, special assessment or other lien which may be of become superior to the lien hereof or of such decree, provided such application is made prior to foroclosure 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 parmitted 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 Trustoe 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 Brineficiary 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 the binding upon Grantors and all persons claiming unider 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 an used herein shall mean and include any successors or assigns of Beneficiary.

WITNESS: the hand(s) and seal(s) of Grantors the de	ay and year first above written.
Millar 2. Klassini 11 18	EAL) 2000 1 OW & (SEAL)
Michael L. Blassingill	Donis E. Moss
- Indicated (1905) as a fact that the part of the part	EAL) (SEAL)
STATE OF ILLINOIS,	l, Kim Kratovil
Sa.	a Notary Public in and for and residing in said County, in the State aforesaid, DO HEFLEBY CERTIFY THAT
County of Cook	Michael L. Blamsingill and Doris E. Moss.
	Each as to an Undivided & Interest
	who <u>are</u> personally known to me to be the same person s whose name s are subscribed
	to the foregoing instrument, appeared before me this day in
	person and acknowledged that they signed and
	delivered the said instrument as their tree and voluntary hat, for the uses and purposes therein set forth.
Vinn	OFFICIAL SEAL TO A AND A Notarial Seal this 6th day of
	Kim Kralovil June 84.0. 1997
.	lotary Public, Stare of Illinois
This instrument was prepared by	Commission Express 5/8/2001 3 Notes; Pushi:
Associates Finance, Inc.	2020 E. 159th Street, Calamet City, 11, 60409
(Name)	(Astrelis)
D NAME Associates Finance, Inc.	FOR RECORDERS INDEX PURPOSES
E L	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
STREET 2020 E. 159th Street	
V	7904 Dorchester
E A	Chicago, Illinois, 60619
Y CITY Calumer City, 11,60409	Now You
はらてで しつていると	•
INSTRUCTIONS	
OR	
RECORDER'S OFFICE BOX	NUMBER