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DEPT-01 RECORDING

F\$0004 TRAN 2334 07/03/97 14:51:00 \$5727 \$ YF #-97-482768 COOK COUNTY RECORDER

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| THIS INDENTURE, 51049 | 06/30/97 betwee | on <u>MILDRED MCGRE,</u> | A WIDOW AND NOT SINCE REMARRIE! |
| | herein referred to | as *Grantors*, and | JAMES F DAVIS |
| | of | BOLINGBROOK | , Illinois, herein referred to as |
| "Trustee", witnesseth: | 77 | | 27 |
| | greemer. Utereinafter de | scribed, the principal ar | Inc., herein referred to as "Beneficiary", mount of \$33341.63 together |
| | | | • |
| changes in the Prime Loan rate published in the Federal Reservish the published rate as of the layear. The interest rate will increate, as of the last business da point from the Bank Prime Loan | his is a variable interest. The interest rate will be the Board's Statistical Reast business day of ease or decrease with clay of the preceding months an rate on which the cury year. In no event, how | rate loan and the interest rate in the interest rate is based or decreased or decreased will the interest rate is based or will the interest rate. | prest rate will increase or decrease with points above the Bank Prime Loan Rate lank Prime Loan rate is%, which is, the initial interest rate is% per ne Loan rate when the Bank Prime Loan breased by at least 1/4th of a percentage red. The interest rate cannot increase or the ever be less than% per year |
| monthly payments in the month total amount due under said L | h following the annivers oan Agreement will be | ary date of the loan and paid by the last payme | ng the dolar amounts of the remaining devery 12 morning thereafter so that the ent date of07/19/22 Associates prior to the last payment due date of the |
| Beneficiary, and delivered in followed by 299 at 5 beginning on 08/10/97 | 300 consecutive \$ 282.59 , follow , and the remain said payments being m | o monthly installments: ved by0 at \$ ning installments contin ade payable at BOLING | even date herewith, made payable to the 1 at \$ 307,93 .00 , with the first installment nuing on the same day of each month- BROOK Illinois, or at such place |

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:

THE SOUTH BO FEET OF THE WEST 19 FEET OF THE EAST 548 FEET 3 INCHES OF 3LOCK 2 IN LAWNDALE REDEVELOPMENT CORPORATION RESUBDIVISION OF PARTS OF LOTS 5 AND, 6, IN THE SUBDIVISION BY THE EXECUTORS OF WALTER BUTLER OF LOT 3 IN ASSESSOR'S DIVISION OF THE SOUTHEAST & OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
PIN: 16-22-411-026
COMMONLY KNOWN AS: 4154 W 19TH STREET, CHICAGO, 11.

which, with the property hereinafter 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 seld rights and benefits the Grantors do hereby expressly release and waive.

- 1. Grantors shall (1) promptly repair, restore or reculid 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 lier 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 original for 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; (5) 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 memises 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 premises insured against loss or damage by fire, and other hazards and perils included within the scope of a standard extended coverage endorsement, and such other hazards as Beneficiary 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 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 modes generated 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 chereinbefore 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 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 these, 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. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.

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- B. 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 expent evidence, stanographers' charges, publication costs and costs (which may be estimated as to items to be expended cuter 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 reasonable necessary either to prosacute 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 or incurred by Trustee or Beneficiary in connection with (a) any proceeding, 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 incebechess hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual 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 the previous shall be distributed and applied in the following order of priority: First, on account of all posts 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; burth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filling of a bill to foreclose this Trust Deed, the court in which such bill is filled may appoint a receiver of said premises. Such appointment may be made elitter 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 ren's, 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 income in his hands in payment in whole or in part of: (1) The indebtedness secure, experient to the ilen 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 ants 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 theroof, by proper instrument.

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) of Grantors the day and year first above written. (SEAL) MILDRED MCGEE (SEAL) (SEAL) MULDRED MOSES STATE OF ILLINOIS THE UNDERSIGNED a Notary Public in and for and residing in said County, in the County of _ State aforesaid, DO HEREBY CERTIFY THAT _____ MILDRED MCGEE who personally known to me to be the same person whose name 15 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ____ SHE OFFICIAL SEAL delivered the said instrument as HER free and HILTON HUMPHREY voluniery act, for the uses and purposes therein set forth. NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPINES:07/29/08 GIVEN unuer my and and Notarial Seal this 307H day of JUNE This instrument was prepared by ASSOCIATES FINANCE 309 N NAPERVILLE ROAD, BOLINGBROOK IL 60445 FOR RECORDERS INDEX TURPOSES INSERT STREET ADDRESS OF ABOVE D NAME 97482768 Kumcerm DESCRIBED PROPERTY HERE STREET CITY INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER