## UNOFFICIAL COPY (MERCHANIS)

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TRUST DEED			
	THE	ABOVE SPACE FOR	RECORDERS USE ONLY
THIS INDENTURE, made08/05/	97 betweenOLLA_MA	AE BROWN, SPINSTE	R
he he	rein referred to as "Grantors",	and	
GARY OTTO, BRANCH MAY GER	of17629 S HALSTED,	HOMEWOOD ,	Illinois, herein referred to as
"Trustee", 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	begin after described, the pl	rincipal amount of \$ _	<u>53883.28</u> , together
with interest thereon at the rate of (chec			
			() )S
	0		$\alpha \nu$
X Agreed Rate of Interest: 13.91	_ % per year on the unpaid pri	ncipal balances.	~
☐ Agreed Rate of Interest: This is a	variable interest rate loan an	d the interest rate wil	i increase or decrease with
changes in the Prime Loan rate. The in	terest rate will be pe	rcentage points above	the Bank Prime Loan Rate
published in the Federal Reserve Board	l's Statistical Release n 15. Th	re initial Bank Prime Lo	oan rate is%, which
is the published rate as of the last busin	less day of;	therefore, the initial in	terest rate is% per
year. The interest rate will increase or o	decrease with changes in the l	Bank Prime Loan rate	when the Bank Prime Loan
rate, as of the last business day of the	preceding month, has increas	ed or decreased by at	least 1/4th of a percentage
point from the Bank Prime Loan rate o	n which the current interest #	cie is hased. The inter	rest rate cannot increase or
decrease more than 2% in any year. In	i no event, however, will the in	iterest rate ever be les	s than% per year
nor more than% per year. Th	ne interest rate will not change	before the First Payme	ent Date.
	_		
		1/	
Adjustments in the Agreed Rate of In	terest shall be given effect b	y changing the collar	amounts of the remaining
monthly payments in the month following	ng the anniversary date of the	loan and every 12 m	on his thereafter so that the
total amount due under said Loan Agr	eement will be paid by the la	ist payment date of 👤	<u> </u>
waives the right to any interest rate inc	rease after the last anniverse	ry date prior to the las	st payment due date of the
loan.			10-
			<u></u>
The Grantors promise to pay the sai			
Beneficiary, and delivered in $\underline{180}$	consecutive monthly insta	aliments:1_e	at \$,
followed by 179 at \$ 71 peginning on 09/15/97	.4.33 , followed by0	at \$00	, with the first installment
peginning on <u>09/15/97</u> ,	and the remaining installment	its continuing on the	same day of each month
hereafter until fully paid. All of said pay	ments being made payable at	HOMEWOOD	Illinois, or at such place
as the Beneficiary or other holder may, f	rom time to time, in writing app	ooint.	

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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

AND STATE OF ILLINOIS, to wit:

"LOT 40 IN BLOCK 3 IN SUBDIVISION OF BLOCKS 13,14,15,16, IN THE SUBDIVISION OF L.C. SPAINE FREER (AS RECEIVER) OF THE WEST ONE HALF OF THE NORTH EAST ONE QUARTER OF ESECTION 22 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

\*ALSO KNOWN AS: 1317 SOUTH KOSTNER, CHICAGO IL 60623 ZINDEX #16-22-208-907-0000

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 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 paytime 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 charger against the premises when due, and shall, upon written request, turnish 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, and ax or assessment which Grantor may desire to contest.
- 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 navment 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 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 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. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expense or take any action whatsoever.

- The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or 5. acsessments, 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.
- 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.
- 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 after entry of the decree) of procuring all such abstracts of title, title searches and examinations, 🞾 guarantee policies, Tomens 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 hidders at any sale which may be had pursuant to such decien the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paraceph 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 proceedings, 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 account of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatence suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the promises 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 no'e; 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 flust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made aither 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, pussession, 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 sourced hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or secome 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.
- 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 thereto 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 hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising 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 Trustée 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.

Olla Mae Brown (S	SEAL)(SEAL)
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STATE OF ILLINOIS,  County of COOK  "OFFICIAL SEAL"  Kim Kratovil  Notary Public, State of Illinois  My Commission Expires 5/9/2000	I, KIM KRATOVII. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
This instrument was prepared by	Notary Public
ASSOCIATES FINANCIAL SERVICES (Nerme)	17629 S HALSTED, HOMEWOOD, IL 60430
Associates Financial Services 17629 Haisted St. Homewood, Ililnois 6043	1217 CATERL KACHARD
INSTRUCTIONS	
OR RECORDER'S OFFICE BOX	NUMBER