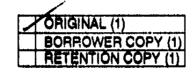
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10 September 19 Sep

Account No. 1740-0216436 Lengers	1 26LAIC6# #23030403		
TRUST DEED	THE ABOUT		MEDO LIDE ONLY
THIS INDENTURE, inrag 08/29/97		SPACE FOR RECORD	
Wife in Joint Teneric herein r	plorred to as "Grantors". And	<u>Nelbart C. Montoe</u>	PER V D
2020 E. 159th Street	of Calimet City	. Illinois, he	rein referred to a
"Trustee", witnesseth:			
THAT, WHEREAS the Grantors have promit the legal holder of the Loan Agreement has with interest thereon at the rate of (check approximately ap	einafter described, the principal		
with interest inerestrat the rate of corect ap	Alcabie boxy.		
区 Agreed Rate of Interest: 14.33 %;	per year on the unpaid principal b	alances.	
Agreed Rate of Interest: This is a varial changes in the Prime Loan rate. The interes published in the Federal Reserve Board's St.	t rate will be <u>0.00</u> percentag	e points above the Bank	: Prime Loan Rate
is the published rate as of the last business of			
year. The interest rate will increase or decrease, as of the last business day of the precipoint from the Bank Prime Loan rate on which decrease more than 2% in any year. In no conor more than% per year. The interest of the last section in	ease with changes in the Pank Preding month, has increased or distribution the current interest rate is interest.	rime Loan rate when the ecreased by at least 1/41 ased. The interest rate of this ever be less than	Bank Prime Loan th of a percentage cannot increase or
		4	
Adjustments in the Agreed Rate of interest monthly payments in the month following the total amount due under said Loan Agreems waives the right to any interest rate increasion.	e anniversary date of the loan a ant will be paid by the last payn	nd every 12 norths the nent date of	reafter so that the 12. Associates
The Grantors promise to pay the said au			
Seneficiary, and delivered in 180	onsecutive monthly installments	s: at \$	1152.98
followed by 179 at \$ 1120.0 beginning on 10/05/97 , and	the remaining installments con	With the	ne tirst installment
thereafter until fully paid. All of said paymen			
as the Beneficiary or other holder may, from		· · · · · · · · · · · · · · · · · · ·	, or at each place



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NOW, THEREFORE, the Grantors to secure the payment of the said obligation in indications of this Trust Deed, and the performance of the covenants and agreements fierein 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:

PIN: 25-05-400-027

Lot 6 (Except the North 29 Feet Thereof) and All of Lot 7 and the North 4 Feet of Lot 8 in Robert Volk's Subdivision of Block 3 in the Subdivision of that Part Westerly of the Right of Way of the Chicago, Rock Island and Pacific Railroad of the South 3 of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO COMMONLY KNOWN AS: 9122 S. May Street, Chicago, Illinois, 60620

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and flatures now attached together with easuments, rights, privileges, interests, ren's 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 walve.

- 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 sucli 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 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 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 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 payzole, 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 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 according to the secure of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, and the secure of the secure 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.
- 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 after 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 duries 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 proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any ind steedness 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 comme coed; 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.
- 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.
- 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 siner 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 is 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 sult and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as would are during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rants, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, pussection, 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 excurred 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 lettelendy in case of a sale and deficiency.
- No action for the enforcement of the ilen 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 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 sharphare 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 life	
Quild t		Musila Chiatas
Reginald Clopton	(SEAL)	Angela Clopton (SEAL
		,
	(SEAL)	(SEAL
		alon D. Handra
STATE OF ILLINOIS,		ollyn R. Hondras blic in and for and residing in said County, in the
County ofCook	State aforesa	id, DO HEREBY CERTIFY THAT
O _j r		Clopton and Angela Clopton. His Wife.
	<u>in Joint</u> who are	personally known to me to be the same
	person s	whose name s are subscribed
***************************************	the forego	ring instrument, appeared before me this day in incknowledged that <u>they</u> signed and
OFFICIAL SEAL	del vered the	sald Instrument as their free and
₹ GWENDOLYN R HONDRAS ₹	volunt inv act,	for the uses and purposes therein set forth.
MY COMMISSION EXPIRES:08/19/01	GIVEN und	or my and and Notarial Seal this 29th day of
C	August	
		(Aundelin & Hondrer
This instrument was prepared by		Notery Public
Associates Finance, Inc.	2020 E.	159th St., C. lumet City, IL, 60409
(Name)		(Activa)
		0,5
A NAME Propelates Finance, Inc.		FOR RECORDERS INDEX PURPOSES
A A Topclates Finance, Inc.		INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
		DESCRIBED FROM EITH FILE
2020 E. 159th Street		9122 S. May Street
		Chicago, Illinois, 60620
V City Calumet City, IL, 60409		
INSTRUCTIONS		
OR		
RECORDER'S OFFICE	BOX NUMBER	