TUNOFFICIAL COPY

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DEPT-01 RECORDING \$27.50 142222 TRAN 2504 02/05/97 11:46:00 \$7934 \$ KB #-97-083893 COOK COUNTY RECORDER

TRUST DEED	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made 12/03/97, between	Margarett Gardner unmarried and Debra Cameron unmarried
joint tenants	herein referred to as "Grantors", and
Christopher T. Taul Branc's Asst. Vice I	hesidentof
Orland Park Mileois, here	ein reterred to as "Trustee", witnesseth:
THAT MUSEUMACAN COMMAND AND COMMAND	An annual
	to pay to Associates Finance, Inc., herein referred to as "Beneficiary",
	ter described, the sum of \$9930-00 , evidenced by one certain erawith, made payable to the Beneficiary, and delivered, in and by which
	pay the said sum9930.00 in 60 consecutive
monthly installments: 60 at \$	165.50 followed by 0 at \$.00
followed by 0 at \$.00	with the first installment beginning on03/07/97
and the remaining installments continuing on the	same day of each month thereafter until fully paid. All of said payments
	Linois, or at such place as the Beneficiary or other holder
may, from time to time, in writing appoint.	
	<u> </u>
The principal amount of the Loan Agreement	is \$ 5809.12 The Loan Agreement has a Last
Payment Date of 02/07/02	<u> </u>
NOW THEREFORE the Granter to see	ere the payment of the said chlig-tion in accordance with the terms,
provisions and limitations of this Trust Deed, at	nd the performance of the covenance and agreements herein contained,
	nsideration of the sum of One Dollar in hand paid, the receipt whereof is
	ONVEY and WARRANT unto the Trustile, its successors and assigns,
the following described Real Estate and all of the	eir astate, right, title and interest therein, situate, lying and being in the
, COUNTY OF	AND STATE OF ILLINOIS, to wit
	//:
Lot 23 (except the North 20 feet	thereof), and all of Lot 24 and the North
5 feet of lot 25 in the cub-divisi	nion of Block 7 in Newman and Hart's
5 feet of IDC 25 In the sub tive	not of mock / in remain are that \$
addition to Englewood Heights, be	sing a subdivision of the North 1/2 of the
Southeast 1/4 (except the West 10	acres) of Section 31, Township 38 North,
Parge 14, East of the Third Princ	ipal Meridian, in Cook County, Illinois.
- · · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • • •
Commonly known as: 8345 S Winche	ster Chicago, Tilinois 60620
Present Numbers 20 21 /01 062 0000	

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

600412 REV. 11-96 (Precompute)

ORIGINAL (i)

BORROWER COPY (1)
RETENTION COPY (1)

00681A.05

TOGETHER with improvements and follows 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 waive.

- 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 tien 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 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 small 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 pramises 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 symptement 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, produce insurance, and purchase, discharge, compromise or settle any tax lien or other prior lien or rile 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 increance on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to incur any expenses or take any action whatsoever.
- 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 mean 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 wan 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.
- 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 baid 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 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 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 such for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) praparations 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 premises shall be distributed and applied in the following order of phonity: First on account of all costs and expenses incident to the for-closure 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.
- g. Upon, or at any time after the filling 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 saie, without notice, without regard to the solvency or inscivency 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 income 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 enforce next 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.
- 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 hereunidar, 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 indebtainess 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.
- In case of the resignation, inability or refusal to act of Trustee, the deneficiary 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.

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STAT	TE OF ILLINOIS.)	e			(SE)
Count	ty of <u>Cook</u>	s s.	State at	oint tenants	unmarried and debr	ra Cameron unmercia
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This insti	rument was prepared by	Co	of Fe	N under my hand bruary . A.C	and Notarial Seal	this 3rd day
	B. J. Varela	9166 West 150+	4	Scott R.	Sarstik	Notary Public
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