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} .		. DEPT-01 RECORDING \$27.50 . T00014 TRAN 1935 04/25/97 13:14:00 . 48522 4 JW ギータアー286191 . COOK COUNTY RECORDER	
	TRUST DEED THE ABOVE SPACE FOR RECORDERS USE ONLY		
	THIS INDENTURE, med 04/24/97 botween Guillarmo an horein referred to as "Granters", and	Jim Krantu	
1	01 UTOOR INSTALL	. Illinois, herein referred to as	
97002815	"Truston", witnessoth:		
	THAT, WHEREAS the Grantors have promised to pay to Associates Financial the legal holder of the Loan Agreement hereinafter described, the principal with interest thereon at the rate of (check applicable box):	amount of \$ 20728.55 together	
	Agreed Rate of Interest: 15.20 % per year come unpaid principal balances. Agreed Rate of Interest: This is a variable interest rate can and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be N/A percentage points above the Bank Prime Loan Rate published in the Federal Reserve Board's Statistical Release (1). The initial Bank Prime Loan rate is N/A %, which is the published rate as of the last business day of N/A therefore, the initial interest rate is N/A % per year. The interest rate will increase or decrease with changes in the Pank 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 board. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest rate over be less than N/A % per year nor more than N/A % per year. The interest rate will not change before the Test Payment Date.		
0303335	Adjustments in the Agreed Rate of Interest shall be given effect by charmonthly payments in the month following the anniversary date of the loan total amount due under said Loan Agreement will be paid by the last pay waives the right to any interest rate increase after the last anniversary date loan.	and every 12 months thereafter so that the ment date of <u>05/51/07</u> . Associates	
	hadinning on 06/01/97 and the remaining installments cou	ts: 1 at \$ 354.49 \$.00 , with the first installment ntinuing on the same day of each month	

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

Lot 23 in block 4 in Javoras and JOhnson's Westfield Manor Subdivision, being a subdivision in the east 1/2 of the northeast 1/4 of section 29, township 40 north range 13, east of the third principal Meridian, in Cook County, Illinois.

13-29-112-005 6047 3/23- Netson Oxforcio, Trunois

which with the property hereingies described, is referred to horein 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 Homestoad Exemption Laws of the State of Illinois, which suid rights and benefits the Grantors do hereby expressly release and walve.

- 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 into 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.
- Crantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges varient the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts desertor. To prevent default hereunder Crantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on cald premises insured against loss of damage by fire, and other hazards and perils included within the scope of a strindard 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 stronger 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.
- In case of default therein. Trustee or Beneficiary may, but need not, make any payment or perform any act hersinbefore 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 whatsnever.

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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 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.
- 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 expense 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, Torienz certificates, and similar data and assurances with respect to title as Trustee'of 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, meritioned shall become so much additional indebtedness secured hereby and immediately due and paragraph, meritioned shall become so much additional indebtedness secured hereby and immediately due and paragraph, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, 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 interactioness hereby secured; or (b) preparations for the commencement of-any suit for the foreclosure horeof after accordal of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatener 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 primises 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.
- 9. Upon, or at any time after the filing of a bill to foreclose this "ris! Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made cliner 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 Trustoe horounder may be appointed as such receiver. Such receiver shall have the occupied to collect the rents, issues and profits of said premises during the pendancy of such foreclosure suit and, in case of risale 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 ruthorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtodness secured hereby, or by any decree foreclosing this Trust Deed, or said such application is made prior to foreclosure said; (2) the decidency in case of a said 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 praty 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 acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indomnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Dead 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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appoint a Successor in Trust. Any Successor in Trust hereunder shall have the peneticiary shall have the authority to 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.

Missi Benicoo	(SEAL) Sullemu Beauces (SEAL
Maria Berryecos	Guillermo Berruecos
Georgio Anaya	- (SEAL) (SEAL
Georgin Amaya	
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TE OF ILLINOIS,	is. In the undereigned a Notary Public in and for and residing in said County, in the
lly of Dupage	State aforesaid, DO HEREBY CERTIFY THAT
ed Ox	Maria and Guillerno Berruecos
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3	who are personally known to me to be the same person a whose names are subscribe
	to the foregoing instrument, appeared before me this day
OFFICIAL SEAL	person and acknowledged that they signed an
OFFICIAL SEAL	de veried the said instrument as their free an
JOANN KERSTEIN NOTARY PUBLIC STATE OF ILLINOIS	voluniary act, for the uses and purposes therein set forth.
MY COMMISSION BXP. JULY 12,1998	GIVEN under my and and Notarial Seal this 33 day o
	april , A.D. 1997.
	John Kenslerin
instrument was prepared by	
arlene Gauthier	318-120 W. Army fr 11 Rd Bloomingdale, Il
(Name)	(460 21)
NAME 1	FOR RECORDERS INDEX PURPOSES
NAME Associates Fina	INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEAD
	DESCRIBED PROPERTY PROPE
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