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97342136

Account No. 1740-0217326

DEPT-01 RECORDING

\$27,50

740014 TRAN 2266 05/15/97 13:44:00

Nations Order

#3397 # RC #-97-342136

COOK COUNTY RECORDER

TRUST DEED

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		4	HE ABOV	e space fur	HECORDERS USE	ONLY
THIS INDENTUKE made	05/13//	between	Helen Becket	Murray, A	Widow	
		red to as	"Grantors", and _	Delbert G.	Monroe, B.A.V.P	
2020 E. 159th Staget	່າ ດ1 ຄ	<u>. </u>	Calumet City		Illinois, herein refer	
Trustee", witnesseth:				,		

THAT, WHEREAS the Grantons trave pointised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Loan Agreem artitlere inafter described, the principal amount of \$ 89700.00 together with interest thereon at the rate of (check applicable box): MIL

	$\mathcal{L}\mathcal{L}$
Agreed Rate of Interest:	7 \ 1
Agreed Rate of interest: This is a wallable litterer, rate loan and the interest rate will increase	or decrease with
changes in the Prime Loan rate. The interest rate will be percentage points above the Bank	Prime Loan Rate
published in the Federal Reserve Board's Statistical Release 14, 15. The initial Bank Prime Loan rate is	%, which
is the published rate as of the tast business day of; therefore, the initial interest rate	is % per
year. The interest rate will increase or decrease with changes in the Bank 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 1/40	h of a percentage
point from the Bank Prime Loan rate of which the current interest rate is bused. The interest rate of	annot increase or
decrease more than 2% in any year. It no event, however, will the interest rule ever be less than	
nor more than% per year. Trill interest rate will not change before the First Payment Date.	
(i.k. 1//)	

waives the right to any interest rate increase after the last anniversary date prior to the last paragent due date of the loan.

The Grantors promise to pay the said sum in the said Loan Agreement of even date herewith, made payable to the neficiary, and delivered in 240 11 consecutive monthly installments: 1 at \$ 1204.09 Beneficiary, and delivered in 114V.24 4 followed by 0 __at \$__ .00 239 followed by , with the first installment beginning on 06/20/97 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said partitions being made payable at CALUNET CITY (Minois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint,

DONE AT CUSTOMER'S REALES

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

607664 REV. 11-96 (I.E.)

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NOW, THEREFORE, the Grantors to secure the payment of the said obligation is accordance with the terms, provisions and limitations of this Trust Deed, and the performance of this lowerings and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of Dire Delta in band paid, the receipt whereof is hereby arknowledged, do by these presents CONVEY and WARRANT and the litrustee its successors and assigns, the following described Real Estate and all their estate, title and interest distributions, toggther the CONVEY of Cook

AND STATE OF LUMOIS, toggther.

COUNTY OF COOK PIN: 20-25-323-017

1 18, 19, 22, 23, 24, 26, 27, Lot 22 in Block 17 in South Field Being a Subdivision of Bl 28,29,30,31, and 32 in James Stinsons Subdivision of Kest G West Quarter of Section 25. Township 38 North, Range (1) Ed d Crossing in the South of the Third Principal Meridian, in Cook County, Illinois.

ALSO COMMONLY KNOWN AS: 7755 S. Euclid, Chicago, Illinois, 60

which, with the property hereinal ar described, is referred to herein as the imen

TOGETHER with improvements and focuses now attached together with easier kts, rights, privileges, interests, rents and profits,

TO HAVE AND TO HOLD the premises unto the said Trustee, its suedissons and assigns, forever, for the purposes, and upon the uses and trusts herein set for it, thee 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 Gradiers do hereby expressly release and

- 1. Granters shall (1) promptly repair, restore or radial any buildings or interovements now or hereafter on the premises which may become damaged or be destroyed; the sep said premises in good condition and repair, without wasts, and free from mechanic's or other liens or claims or ben not expressly subordinated to the lien hereof; (3) pay when due any indestructoress which may be secured by a lien or other populates is premised to the lien hereof, and upon request exhibit satisfactory evidence of the discharge or corn nor then to Trustee or to Beneficiary; (4) complete within a responsible time any building or buildings now or at any into in proper of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the inflamates 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 taxts, Livi shall pay special taxes, special assessments, water charges, sever service charges, and other chargestages, the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts to or. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, and the content which Grantor may A sessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said practices 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 golicies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing for requiring the same or or pay in full the indebtedness secured frareby, all in companies satisfactory to the Beneficiary, under insurance policies an able, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage classes to be attached to each policy, and shall deliver all policies, including additional and remewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver remertal 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 fereinbefore required of Grantors in any form and mariner deemed expedient, and may, but need not, make tail or pertial 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 title or claim thereby, or nadeem from any tax sale or forteiture affecting said premises or contest any tax lien or title or claim thereof, or redeem from any tax sale or forteiture affecting said premises or contest any tax or prior lien or title or claim thereof, or redeem from any tax sale or forteiture 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 configuration therewith, including altomey's fees, and any other microsys advanced by Trustee or Beneficiary to protect the managed premises and the lien hereof, shall be so much additional indebtadness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agraement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right aconding to them on account of any default hereunder on the part of Grantors. Nothing contained in this paragraph shall require Trustee or Beneficiary to mour any expense of take any action whatsoever. expense of take any action whatsoever.

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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 transfer into the occuracy of such bill statement or estimate or into the validity of any tax, assessment, sale, forfeiture,

the 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 complised, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's orior 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 Ben hereof. In any suit to foreclose the Ben 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 experted after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Formers certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be regularity necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to suct of cree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this contagraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payring, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, when periods incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy procedures, to which either of them shall be a party, either as plaintiff, claimant or defendant, by teason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereal after a crual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any three and suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sate of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses prident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereon, sound, 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 essigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose the Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made wither 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 was of a sale and a deficiency, during the full statutory period of redemption, whether there he redemption or not, as will as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect and 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 tirpy 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 obligatory in case of a sale and deficiency.
- 10. No action for the enforcement of the tien or of any provision hereof shall be subject to any defends 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, instituty or refusel to act of Trustee, the Banediciary shall have the authority to appoint a Successor in Trust. Any Successor in Trust heraunder shall have the identical title, powers and authority as are herein given Trustee.

16. This Trust Deed and all provisions hereof, shall extend to end be binding upon Grantons and all persons obtaining under or through Grantons, and the word "Grantons" when used herein shall enclude all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have excluded the Loan Agreement or this Trust Deed. The term geneticiary as used herein shall mean and include any successors or exeigns of Beneficiary.

W	TINESS the handis) and seal(s) of Grantors the	he day and year first above written.
	Palan Rashat Museum	(SEAL)
	Helen Becket Murray	(SEAL) (SEAL)
	ATE OF ILLINOIS, and of Cook	t, Kim Kratovil a Notary Public in and for and residing in said County, in the State aforesaid, DO HERRIBY CENTIFY THAT Helen Becket Murray, A Vidov
	C	who <u>is</u> personally known to me to be the same
		person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and drive ed the said instrument as ber free and your est, for the uses and purposes therein set forth.
		CHATENIA HOR may and and Medocial Spel this 13th day of
	5*************************************	A.D. 1997
	instrument was propered by Hours	Kim Kratovii Putts, Same of Minos Many Putts
<u></u>	sociates Pinsace, Inc.	2020 E. 139Ett St. 1224met CITY, 123,00407
D E L	NAME Associates Finance, Inc.	FOR RECORDERS INTEX CURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEALT
¥	STREET 2020 E. 159th Street ,	7755 S. Euclid
A A	CITY Calumet City, IL, 60409	Chicago, Illinois, 60649
	INSTRUCTIONS	
	OR RECORPERS OFFICE B	OX MENTO PER TO RAN GER LINES

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