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246 E Januard, III. STI 480

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TRUST DEED

. DEPT-01 REJORDINS #27.50 . T\$0014 TRAY 2438 05/22/97 13:26:00 . \$5043 ‡ JW ※一タアー363368 . COOK COUNTY RECORDER

IIIOO! DEED	THE ADDUCTION OF FOR RECORDED AND A
THIS INDENTIFIED made 05/02/97 holyson (THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made 05/02/97 between G	ISTAYU YILLAKKEAL AND EYANGELINA YILLAKKEAL,
	intors*, and RAYMUNDO MIZRACHI
"Trustee", witnesseth:	AGO, Illinois, herein referred to as
Hustee , wildlessetti.	
THAT, WHEREAS the Grantors have promised to pay to Ass	ociates Finance, Inc., herein referred to the Beneficiary,
the legal holder of the Loan Agreemen, hereinafter described	the principal amount of \$75902.22 together
with interest thereon at the rate of (check applicable box):	8 27.3
0-	// / 30
Agreed Rate of Interest: 12.94 % per yea on the un	
☐ Agreed Rate of Interest: This is a variable interest rate if	pan 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 h	145. The initial Bank Prime Loan rate is%, which
is the published rate as of the last business day of	therefore, the initial interest rate is% per
year. The interest rate will increase or decrease with changes	
rate, as of the last business day of the preceding month, has	
point from the Bank Prime Loan rate on which the current int	erest rate is based. The interest rate cannot increase or
decrease more than 2% in any year. In no event, however, w	If the interes rate ever be less than% per year
nor more than% per year. The interest rate will not	change before the First Payment Date.
Adjustments in the Agreed Date of Interest shall be since	# T /
Adjustments in the Agreed Rate of Interest shall be given of monthly assuments in the greath following the appropriate and determined the second determine	meet by changing the down amounts of the remaining
monthly payments in the month following the anniversary date total amount due under said Loan Agreement will be paid by	the lest necessary data of OS/10/17 Associates
waives the right to any interest rate increase after the last an	physican data prior to the last puritient due data of the
loan.	raversary date prior to the last payment due date of the
PAGE 1.	(C)
The Grantors promise to pay the said sum in the said Loar	Agreement of even date harmith, many neverth to the
Beneficiary, and delivered in 240 consecutive month	the inetallments: 1 at € 967.87
followed by 239 at \$ 886.02, followed by	0 at \$.00 with the first installment
beginning on 06/10/97 , and the remaining ins	dallments continuing on the same day of each mouth
thereafter until fully paid. All of said payments being made pay	/able at CHICAGO Illinois, or at such place
as the Beneficiary or other holder may, from time to time, in wri	ting appoint.
•	~ ··

BORROWER COPY (1)
RETENTION COPY (1)

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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

COUNTY OF _____ AND STATE OF ILLINOIS, to wit:

LOT 8 IN BLOCK 3 IN LINGLE AND BARNETT'S SUBDIVISION OF LOT 1 IN THE PARTITION OF THE EAST 48 ACRES OF THE NORTH 96 ACRES OF THE NORTH WEST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2316 S CALIFORNIA CHICAGO, IL 60623

PIN: 16-25-112-062

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

TOGETHER with improvements and furtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises ur to 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 right is 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) here 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 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 as esament 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 Ly thy 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 martgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policie. (1) 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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- 5. The Trustee or Beneficiar hereby seculed 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.
- 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 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 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, stanographers' 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, increase 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 parrigraph mentioned shall become so much additional and bleddenss 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 in interest thereon at the annual percentage rate stated in the Loan Agreement this 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 a crual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatered 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 priority: First, on account of all costs and expenses in irrent to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; sar ond, 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.
- appoint a receiver of said premises. Such appointment may be made either 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 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, postession, 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 period 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 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 the party interposing same in action at the party interposing same in action at the party interposing same in action at the party interposin
- 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 fletein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except it case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before expraising any power herein given.
- 13. Upon presentation of satisfactory evidence that a indeptedness 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 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.

WITNESS the hand(s) and seal(s) of (Grantors the day and ve	ear first above written
# 15 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		C. C
Aufort Allegains	(SEAL)	English Line Silione ((SEAL)
GUSTAVO VILLARREAL	(OLYC)	EVANGELINA VILLARREAL
	(SEAL)	(SEAL)
O.		
70		
STATE OF ILLINOIS,		RIA J STERRA y Public in and for and residing in said County, in the
County of COOK		oresaid, DO HEREBY CERTIFY THAT
	CUSTA	AVO AND EVANGELINA VILLARREAL, HUSBAND
		OFFE .
·		ARE personally known to me to be the same whose name ARE subscribed
OFFICIAL SEAL		oregoing Instrument, appeared before me this day in
MARIA J SIERRA	person	and acknowledged that THEY signed and
NOTARY PUBLIC, STATE OF ILLIN	TEN E	d the said instrument as THEIR free and
MA COMMISSION EXCHAGA	voluntar	y act, for the uses and purposes therein set forth.
	GIVE	N unger my and and Notarial Seal this 2ND day of
	MAY	
		THE RIVER
		The first war
This instrument was prepared by		Notary Public
M STERRA ASSOCIATES ETNANCS	2 8698 2 20V2 IA	PHILASKI RD. CHUCACO, IL 60629
(Flame)	MICHINAL CONTRACTOR	(Add uts)
		$O_{\mathcal{F}_{\alpha}}$
NAME ACCOCIATES FI	NANCIAL SERVICES	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
ASSOCIATES FI	bia Espanol	DESCRIBED PROPERTY HERE
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