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TRI	IST	DEFD

1 -	
TRUST DEED	
	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made 06/11/98	between Melvin Burton and Pauline Burton, married to
	elerred to as "Grantors", and Robert D. Blazek
B.A.V.P.	of <u>Evergreen Park</u> , Illinois, herein referred to as
"Trustee", witnesseth:	
THAT, WHEREAS the Grantors have promis	ed to pay to Associates Finance, Inc., herein referred to as *Beneficiary*,
the legal holder of the Loan Agreement links	inafter described, the principal amount of \$ 82776.66 together
with interest thereon at the rate of (check app	icanie box):
3 Agreed Rate of Interest. 11.35 % p	or voir on the impaint principal halances
	le interest 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
cublished in the Federal Reserve Board's Sta	tistical Release A.) 5. The initial Bank Prime Loan rate is
	ay of % per
year. The interest rate will increase or decrea	use with changes in the 32nk Prime Loan rate when the Bank Prime Loan
rate, as of the last business day of the prece	ding month, has increased or decreased by at least 1/4th of a percentage
point from the Bank Prime Loan rate on which	ch the current interest rate is based. The interest rate cannot increase or in
	vent, however, will the interest rate ever be less than % per year 1
	rest rate will not change before the First Payment Date.
	T_{α}^{\prime}
	shall be given effect by changing the dollar amounts of the remaining 👺
	anniversary date of the loan and every 12 months thereafter so that the χ_0
	nt will be paid by the last payment date of $\frac{66/20/10}{10}$. Associates $\frac{1}{3}$
waives the right to any interest rate increase	after the last anniversary date prior to the last payment due date of the ${\cal O}$
loan.	
The Grantors promise to pay the said sum	n in the said Loan Agreement of even date herewith, made payable to the
Beneficiary, and delivered in 144 co	onsecutive monthly installments: 1 at \$ 1159.43
followed by 143 at \$ 1055.0	4 , followed by 000 at \$ \$.00 , with the first installment
beginning on <u>07/20/98</u> , and t	he remaining installments continuing on the same day of each month
	s being made payable at EVERGREEN PK Illinois, or at such place
as the Beneficiary or other holder may, from ti	me to time, in writing appoint.



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

All of Lot 7 and that part of Lot 6 described as follows, to-wit:Beginning at the intersection of the Southwesterly line of Lot 7 with Southeasterly line of 76th Street 9 Feet: Thence Southwesterly along said Southeasterly Boundaryof 76th Street 9 Feet; Thence Southeasterly along a line parallel with the SouthwesterlyLine of said Lot 7 to the Southeasterly line of said Lot 6, Thence Northeasterly along the Southwesterly line of said Lot 6; Thence Northeasterlyalong the Southwesterly line of said Lot 7 Thence Northwesterly along the Southwesterlyline of said Lot 7 to the place of beginning, in second addition to Cheltenham Beach/being a subdivision of Lots 13, 15, 17, 18, 19, 20, 21 and the Northerly 10 feet of Lot 23, of division 1 of Westfall's subdivision in the South 1/2 of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 21-30-316-014

Commonly known as: 2717 E. 76th Street, Chicago, Il which, with the property her smalter described, is referred to herein 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 with, 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, restors or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destinged; (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 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 lax 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 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, 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 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.
- 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.
- 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 expensed 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 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 suit for the foreclosure hereof after accorded of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatenric 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 promises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses in ident 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 flust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made caner 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 case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well us during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such routs, 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 second hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or exceme 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 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 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 indemnities satisfactory to Trustee before exercising any power herein given.
- 13. 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 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 Repeticieny.

suc	cessors or assigns of Beneficiary.	
W	ITNESS the hand(s) and seal(s) of Grantors the da	ay and year first above written.
Me.	Mequin Burton (SI	EAL) Bauline Burton (SEAL)
	(SE	EAL) (SEAL)
	ATE OF ILLINOIS, ss.	a Notary Public in and for and residing in said County, in the State aloresaid, DO HEREBY CERTIFY THAT Melvin Burton and Pauline Burton, married to each other as Joint Tenants who are personally known to me to be the same
	"OFFICIAL SEAL" TINA A. BOUBEL Notary Public, State of Illinois My Commission Expires 7/7/99	person s whose name s are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and drivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.
This	instrument was prepared by	GIVEN under my and and Notarial Seal this 11th day of June , A.D. 1988 .
<u>_T</u>	ina A. Boubel (Name)	2528 W. 94th Street, Evergreen Park, Il 60805
D E L	NAME Associates Finance	FOR RECORDERS INCE PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
I V E R	Associates Finance 2528 W. 94th Street Evergreen Park, I1 60805	217 FOST TOURS
Y	CITY	The state of the s
	INSTRUCTIONS	は 2007 は、最近の時間内 「Amada 「RAM Mato in 11,000 は2015に使 ・ 69073 を実施、新一分の一思まる方式。 COOK COUNTY RECORDER
	OR	

RECORDER'S OFFICE BOX NUMBER