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TRUST DEED
THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, meda 04/10/98 between Joseph O'Donnell, a widower
herein referred to as "Grantors", and Region Carpenter, Branch Asse.
<u>Vice President</u> of <u>Orland Park</u> , Illinois, herein referred to a "Trustee", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary" the legal holder of the Loan Agreement ne chafter described, the principal amount of \$\frac{17184.04}{17184.04}\$. togethe with interest thereon at the rate of (check applicable box):
Agreed Rate of Interest: 13.67 % per year on the unpaid principal balances. Agreed Rate of Interest: This is a variable interest rate loan and the interest rate will increase or decrease with changes in the Prime Loan rate. The interest rate will be
Adjustments in the Agreed Rate of Interest shall be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 morals thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of04/35/08 Associates waives the right to any interest rate increase after the last anniversary date prior to the last payment 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 Beneticiary, and delivered in 120 consecutive monthly installments: 120 at \$ 263.37 followed by 000 at \$ \$.00, followed by 000 at \$ \$.00, with the first installment beginning on 05/15/98, and the remuining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at ORLAND PARK [Illinois, or at such place
as the Beneficiary or other holder may, from time to time, in writing appoint.

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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 bereby 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 42 (EXCEPT THE NORTH 2.17 FEET THEREOF) IN BLOCK 2 IN ROSENBERG'S SUBDIVISION OF THE NORTH 3 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE BOUTH WEST 1/4 OF THE SOUTH WEST 1/4. IN SECTION 35, TOWNSHIP 30 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly Known as: 8517 S Drexel Chicago, Illinois 60618 6208

Pair cel Number 20 35 311 057 0000 which, with the property hereinater described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents

TO HAVE AND TO HOLD the premise 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 haid rights and benefits the Grantors do hereby expressly release and

- 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 destroyed; (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 entytime 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 expent as required by law or or claims or ordinance. no material alterations in said premises except as required by law or inunicipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general terms 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 are in full under protest, in the manner provided by statute, any two or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated colonial premises insured against oss or damage by tire, 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 narment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of 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 releval 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 Grantois 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 hier or other prior liter or settle any tax liter or other prior liter 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 axions and the sale any action whatever. 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 expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torons 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 suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced; or (c) preparations 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 promises 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 fruit 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 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 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 ring juthorize 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 draiciency 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 of hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and 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, a 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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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 year first above written. My a Danney (SEAL) (SEAL) STATE OF ILLINOIS. Barbara J. Varela a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ County of _ Joseph O'Donnella widower ____ personally known to me to be the same person ____s_ ___ whose name _s___ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as ____his_ BARGAHA VARELA voluntary act, for the uses and purposes therein set forth. NOTARY PUBLIC STATE OF ILLINOIS GIVEN (India) r my and and Notarial Seal this 1(hh. day of MY COMMER TEXPIRES JAN 30, 2001 April . A.D. 98 This instrument was prepared by Varela 9166 West 159th Street Orland Park, 1111-008-608-62 FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE sociates FinanceInc. DESCRIBED PROPERTY HEFE 166 West 19th Street Orland Park Illinois 60462 **INSTRUCTIONS** OR RECORDER'S OFFICE BOX NUMBER