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1999-04-19 13:44:49  
Cook County Recorder 27.50

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 04/09/99, between MARY PORTER LINDSEY & THOMAS LINDSEY  
MARRIED AS JOINT TENANTS herein referred to as "Grantors", and CRAIG LICKISS, BRANCH EXECUTIVE  
AS TRUSTEE of AURORA, Illinois, herein referred to as

"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 hereinafter described, the principal amount of \$ 95776.89, together with interest thereon at the rate of (check applicable box):

PAYMENT SCHEDULE Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)

\$ 1020.86 beginning on 05/15/99, followed by \$ 988.80 beginning on 06/15/99; followed by \$ \$.00 beginning on 00/00/00; followed by \$ \$.00 beginning on 00/00/00; followed by \$ \$.00 on 00/00/00.

AGREED RATE OF INTEREST

Whichever boxes are checked, the corresponding provision applies.

FIXED RATE:  The Agreed Rate of Interest on my loan is 12.05 % per annum.

DISCOUNTED FIXED RATE:  The Agreed Rate of Interest on my loan is \_\_\_\_\_ % per annum. However, for the first \_\_\_\_\_ payment periods of my loan term, the Agreed Rate of Interest will be \_\_\_\_\_ %.

VARIABLE RATE  THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGREED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The Index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The Agreed Rate of Interest is determined by the sum of the Index plus a margin.

CURRENT RATE: The Index as of the last business day of \_\_\_\_\_ is \_\_\_\_\_ %, my margin is \_\_\_\_\_ %, therefore my current Agreed Rate of Interest is \_\_\_\_\_ % per year.

My Agreed Rate of Interest is subject to change when the value of the Index changes as set forth below. The rate cannot increase or decrease more than 2% in any year. In no event, however, will the rate ever be less than \_\_\_\_\_ % per year nor more than \_\_\_\_\_ % per year.

MONTHLY RATE CHANGE/ ANNUAL PAYMENT CHANGE

The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will 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 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. 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 rate will not change before the First Payment Due Date.

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BORROWER COPY (1)
RETENTION COPY (1)

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SEMI-ANNUAL RATE CHANGE/ SEMI-ANNUAL

The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month...

- 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.
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 year first above written.

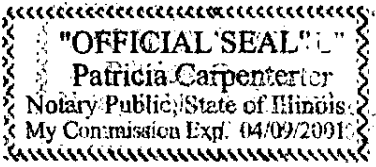
Mary Porter Lindsey (SEAL) MARY PORTER LINDSEY

Thomas Lindsey (SEAL) THOMAS LINDSEY

STATE OF ILLINOIS, County of ss.

I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS LINDSEY & MARY PORTER LINDSEY, HUSBAND & WIFE

who ARE personally known to me to be the same person whose name S ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said Instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my and and Notarial Seal this 9TH day of APRIL, A.D. 1999.

Patricia Carpenter Notary Public

This instrument was prepared by CAROL A LEMAY (Name)

4428 EAST NEW YORK ST AURORA, IL 60504 (Address)

