

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

1318930  
DATE OF SEARCH:

RESULT OF SEARCH:

None  
None

9-6-90

902754

SEP-6 AM 11:24

INTENDED GRANTEEES OR ASSIGNEES:

3909673

RESULT OF SEARCH:

Rp

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Customer London Service  
Tribals 17.11.90 Filing Date 9/6/90  
Off. # 1319430 L.S. Date \_\_\_\_\_  
Grantor CHARNE LEE ODOM JR  
S.S.N. \_\_\_\_\_  
Grantor PRONDA DIANE ODOM  
S.S.N. \_\_\_\_\_  
Grantee \_\_\_\_\_  
S.S.N. \_\_\_\_\_  
Grantee \_\_\_\_\_  
S.S.N. \_\_\_\_\_  
PIN # 207510402900 Tax # 59811  
Fed Lien Search # 892734  
Title Officer [Signature]  
Title Company \_\_\_\_\_  
Tribal Dept. Approval \_\_\_\_\_ Survey Dept. Approval \_\_\_\_\_  
Refused \_\_\_\_\_  
Type of Document \_\_\_\_\_ Number \_\_\_\_\_  
[Signature]  
Total No. Docs. \_\_\_\_\_  
Logged \_\_\_\_\_ Microfilm \_\_\_\_\_  
To Tax Dept. \_\_\_\_\_ Rec'd \_\_\_\_\_  
Previewer \_\_\_\_\_ Date \_\_\_\_\_  
Typist \_\_\_\_\_ Date \_\_\_\_\_  
Revisor \_\_\_\_\_ Date \_\_\_\_\_  
New Off. # \_\_\_\_\_ Date \_\_\_\_\_  
Delivery \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

FORM NO. 300

Federal Tax Lien

Property of Cook County Clerk's Office

TRUST DEED UNOFFICIAL COPY

THIS ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, made August 31, 1990 between Charlie Leo Odom, Jr. and Brenda Diane Odom, his wife hereln referred to as "Grantors", and D.W. LeGear

NOTE REBUILT

of Lombard, 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 FORTY FOUR THOUSAND THIRTY THREE

AND 33/100 Dollars (\$ 44,033.33), together with interest thereon at the rate of (check applicable box):

- Agreed Rate of Interest: 14.99 % 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.

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 months thereafter so that the total amount due under said Loan Agreement will be paid by the last payment date of N/A, 19 N/A. 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 Beneficiary, and delivered in 96 consecutive monthly installments: at \$ 863.27, followed by 95 at \$ 787.93, followed by 0 at \$ N/A, with the first installment beginning on October 10, 1990 and the remaining installments continuing on the same day of each month thereafter until fully paid.

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, his successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot Three (3) in the subdivision of lots thirty one (31), to thirty five (35), both inclusive, in Hulbert's Re-subdivision of Block five (5), of Hill and Pike's South Englewood Addition, being a Subdivision of the South Half (1/2) of the West Half (1/2) of the Southeast Quarter (1/4) of Section 32, Town 38 North, Range 14, East of the Third Principal Meridian.

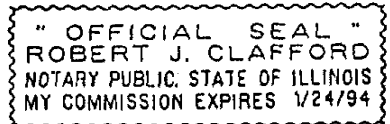
Permanent Parcel No. 20-32-424-029-0000 which, with the property hereinafter described, is referred to herein as the "premises." 8630 So MAY CHICAGO, ILL.

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, his 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 rights and benefits the Grantors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. Charlie Lee Odom, Jr. (SEAL) Brenda Diane Odom (SEAL)

STATE OF ILLINOIS, County of Will



THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charlie L. Odom, Jr. and Brenda Diane Odom, his wife who are 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 31st day of August, 1990.

This instrument was prepared by The Associates Finance Eleanor E. Dettlaff, 10027 So. Western Ave. Chicago, Il. 60644

# UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS HEREIN ARE SET FORTH ON PAGE 1  
(THE GOVERNOR'S SIGN OF THIS TRUST DEED)

1. Grantee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 submit satisfactory evidence of the discharge of such prior lien to Trustee or Beneficiary; (d) maintain within a reasonable time any building or buildings now or at any time in process of erection upon said premises in conformity with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (e) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantee shall pay before any parcel 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 Beneficiary duplicate receipts therefor. To prevent default hereunder Grantee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantee may desire to contest.

3. Grantee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm and under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or rebuilding the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Beneficiary, under insurance policies payable, in case of loss by 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 heretofore required of Grantee in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior indebtedness, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title of claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contract any tax or assessment, or satisfy any tax lien or other prior lien or title of claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contract 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 as 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) inasmuch as 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 Grantee.

5. The Trustee or Beneficiary hereby recited making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate published from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title of claim thereon.

6. Grantee 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 Grantee, 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 Grantee herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantee without Beneficiary's prior written consent.

7. When the indebtedness here 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 added 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, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of foreclosing all such interests of title, title searches and examinations, guarantee policies, Torrens certificates, and similar costs and expenses with respect to title as Trustee or Beneficiary may deem to be reasonable, necessary either to process to suit or to evidence to bid 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 (the nature in this paragraph mentioned) shall become as much additional indebtedness secured hereby and immediately due and payable with interest thereon at the annual percentage rate stated in the Loan Agreement, or when default shall occur and continue for three days in the performance of any other agreement of the Grantee herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantee without Beneficiary's prior written consent, in 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 award 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 premises 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 surplus to Grantee, 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 trust 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 pendency of this trust deed or Grantee 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 time when Grantee, 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, preservation, 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 (including this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof) of such sale, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. The Trustee or Beneficiary has the option to demand that the balance due on the loan secured by this trust deed be paid in full on the third anniversary of the date of the loan and annually on each subsequent anniversary date if the loan has a fixed interest rate. If the option is exercised, Grantee will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Trustee or Beneficiary has the right to exercise any remedies permitted under this trust deed.

11. 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 an action at law upon the note hereby secured.

12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. 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 act or omission hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

14. 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.

15. 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.

16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantee and all persons claiming under or through Grantee, and the word "Grantee" 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 at all 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.

3909673

DELIVERED  
NAME The Associates  
STREET 10027 South Western Avenue  
CITY Chicago, Illinois 60643

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

3909673

3909673  
Submitted by

3909673

130 SEP 5 1963  
CARY  
REGISTER OF TITLES

MAN 11:33  
BERRY BRAUN  
OF TITLES

Address Notified  
Paredes

THE ASSOCIATES  
10027 So. WESTERN  
CHICAGO ILL 60643

607664 Rev. 12-59 (1.B.)