

TRUST DEED

3982037

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THIS INDENTURE, made JULY 22, 19 91, between PHYLLIS J. KARPIEL,

Divorced not remarried herein referred to as "Grantors"; and STEVE H. LEWIS, AVP of DALLAS, TEXAS

herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Ford Consumer Finance Company, Inc., hereinafter referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the principal amount of SIXTY ONE THOUSAND AND 00/100

Dollars (\$ 61,000.00), together with interest thereon at the rate of (check applicable box):

[X] Agreed Rate of Interest: 12.99 % 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. The interest rate will be percentage points above the Prime Loan Rate published in the Federal Reserve Board's Statistical Release H.15. The initial Prime Loan rate is % which is the published rate as of the last business day of 19 ; therefore, the initial interest rate is % per year. The interest rate will increase or decrease with changes in the Prime Loan rate when the 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 Prime loan rate on which the current interest rate is based. The interest rate cannot increase or decrease more than 2% in any year. In no event, however, will the interest 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 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 19 . 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 120 consecutive monthly installments: 1 at \$ 828.38 , followed by 118 at \$ 674.30 followed by 1 at \$ 58265.89 , with the first installment beginning on SEPTEMBER 3, 19 91 and the

remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at IRVING, TEXAS or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOTE: HEREBY, the Grantors do create the payment of the said obligation in accordance with the terms, conditions 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 of which is hereby acknowledged, do by these persons CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, siting and being in the CITY OF CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 4 IN BLOCK 6 IN HERZOG AND KUNTZE'S SUBDIVISION OF 1/4" 8 IN CARL LAGERHAUSEN'S ESTATE DIVISION IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT DOCUMENT NUMBER 1388466, IN COOK COUNTY, ILLINOIS.

PIN# 09-20-309-014 COMMONLY KNOWN AS: 1205 DENNIS PLACE, DES PLAINES, IL 60018 which, with the property hereinafter described, is referred to herein as the "premises"

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 forth, first to all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Trustee 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, PHYLLIS J. KARPIEL (SEAL) and STEVE H. LEWIS (SEAL). PAULETTE HASIER (SEAL) NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES MAY 22, 1992 (SEAL)

STATE OF ILLINOIS County of COOK

THE UNDERSIGNED PHYLLIS J. KARPIEL, Divorced not remarried

who is personally known to me to be the other person subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she is the free and voluntary act for the uses and purposes therein set forth. 22nd day of July 1991 Paulette Hasier Notary Public

This instrument was prepared by EDWARD M. COOK, 100 N. LASALLE, SUITE 2105, CHICAGO, IL 60602

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THE TRUST DEED)

1. Grantee shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without wear, a dilapidated or other lessor claim for less than expected and not to be charged to the lessor; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises or in the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Trustee or to Beneficiary; (d) comply within a reasonable time with any building or holding now or at any time in process of erection and premises, to comply with all requirements of law or municipal authorities 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. Grantor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. In event of default hereunder Grantor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
3. Grantor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacement or to pay the amount of the loss in full the indebtedness secured hereby, all in compliance with the Beneficiary, under insurance policies payable to Trustee for the benefit of the Beneficiary, such rights to be exercised 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 which he or she may deem expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, taxes, assessments, charges, expenses or other taxes then or hereafter claimed or due from any tax sale or forfeiture affecting said premises or contest any tax or assessment or pay the same or pay in full the indebtedness secured hereby, all in compliance with the Beneficiary, under insurance policies payable to Trustee for the benefit of the Beneficiary, such rights to be exercised by the standard mortgage clause to be attached to each policy, and any other moneys advanced by Trustee or Beneficiary to protect the mortgage 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. Injunction of Trustee or Beneficiary shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantor.
5. The Trustee or Beneficiary hereby secured that any payment hereby authorized relating to taxes or assessments, may be made according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien in title or claim thereof.
6. Grantor shall pay each term of indebtedness hereinafter mentioned, both principal and interest, on the date according to the terms hereof. At the option of Beneficiary, and without notice to Grantor, 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 immediately in the case of default in making payment of any installment on the Loan Agreement, or in the event of default in the performance of any other agreement of the Grantor herein contained, or if immediately if all or part of the premises are sold or transferred by the Grantor without Beneficiary's prior written consent.
7. When the indebtedness hereby secured shall become due or become payable by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit in foreclosure the lien hereof, there shall be allowed and included as additional indebtedness on the check 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, appraisal fees, surveyor's fees, and expenses, costs of publication, and costs of advertising, and such other costs and expenses as may be incurred or to be expended after entry of the decree of foreclosure all such amounts of title, title searches and examinations, general policies, taxes, certificates, and similar data and instruments with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to preserve such land or to evidence its title, and all such expenses shall be 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 any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by or through the Trustee or Beneficiary, or any other person for the commencement of any suit for the foreclosure hereof, either actual or constructive, or for partition, or for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not such commencement or proceeding is made prior to foreclosure sale; (2) the defense, in case of foreclosure and deficiency.
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 costs as are mentioned in the preceding paragraph hereof; second, all of a sum which under the territorial statute 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 Grantor, 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 the lien hereof, 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 priority or maturity of the claims against the premises, and without regard to the then value of the premises or whether the same shall be then owned as a homestead or not and the Trustee or Beneficiary 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantor, except for the better condition of such receiver, would be entitled to collect such rents, issues and profits, and all other moneys which may be received or are usual or necessary 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 of the premises in whole or in part to (1) the indebtedness secured hereby, or by any debt or obligation of the Trustee or Beneficiary, or any other person, or (2) the deficiency in case of foreclosure and deficiency.

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 disposing 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 a power hereto shall be granted for that purpose.

13. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall Trustee be obligated to ground this Trust Deed as 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.

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 Grantor and all present claimants, under or through Grantor, 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.

FOR RECORDING INDEX PURPOSES
HERBERT A. BROWN, CLERK OF COURT
COUNTY CLERK'S OFFICE

NAME FORD CONSUMER FINANCE CO.
ONE MIDAMERICA PLAZA
STREET SUITE 500
BARRACOOK TERRACE, IL 60181

INSTRUCTIONS OR
REGISTRAR OFFICE BOX NUMBER

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D. 3982037 Trust
Deed to
Address
Notified
EQUITY TITLE COMPANY
100 SOUTH LAUREL STREET
CHICAGO, ILL. 60606
Box 397