



TRUST DEED

WEST FINANCIAL-591
HICKORY PALMS SQUARE
9632 S. Roberts Road
Hickory Hills, IL 60457

UNOFFICIAL COPY

03062736

COOK COUNTY RECORDER
2003 NOV 27 15:03:00
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made NOVEMBER 20 19 93, between VIVIAN E. BOYD

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note"

- [] in the Total of Payments of \$
- [] in the Principal Amount of Loan of \$ 37177.47
- [] Principal Amount of Loan at the Agreed Rate of Finance Charge Per Year set forth in the Note,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER, the last payment to fall due on NOVEMBER 26, 2005. It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to the Holders of the Note, within the limits prescribed herein.

NOW, THEREFORE, the Mortgagors to secure the payment of the said indebtedness in accordance with the terms, provisions and limitations of this trust deed, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by the Holders of the Note, provided however, that the principal amount of the outstanding indebtedness owing to the Holders of the Note by Mortgagors at any one time shall not exceed the sum of \$100,000.00, and also to secure the performance of the covenants and agreements herein contained, by the Mortgagors 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, its successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 45 AND THE SOUTH 1/2 OF LOT 46 IN BLOCK 4 IN FRANK W GAGE'S ADDITION TO ENGLEWOOD HEIGHTS BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 20 ACRES THEREOF) OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 20-31-419-027-0000

COMMONLY KNOWN AS: 8518 SOUTH FERMITAGE, CHICAGO, IL. 60620

DEPT-01 RECORDING \$23.50
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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the premises.
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto, which are pledged primarily and on a parity with said real estate (and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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, 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 Mortgagors 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 mortgagors, their heirs, successors and assigns.

WITNESS the hand of _____ and seal of _____ of Mortgagors the day and year first above written.

Vivian E. Boyd (SEAL) _____ (SEAL)
VIVIAN E. BOYD (SEAL) _____ (SEAL)

STATE OF ILLINOIS }
County of _____ } SS I, BARBARA J. SPADONI,
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT VIVIAN E. BOYD

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20TH day of NOVEMBER 19 93

Barbara J. Spadoni Notary Public
BARBARA J. SPADONI

Notarial Seal



23.50

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical, or other items or claims for ten not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Trustee or to holders of the note; (d) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

98-295550

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE FOLLOWING COVENANTS, CONDITIONS AND TRUST DEEDS, WHICH ARE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, ARE FILED FOR RECORD.

Identification No. 7012
CHICAGO TITLE AND TRUST COMPANY,
By James M. B... .. Assistant Secretary/Assistant Vice President
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
8518 S HERMITAGE
CHICAGO, IL. 60622
111 WASHINGTON STREET
NOTE IDENTIFICATION DEPARTMENT
MAIL TO:

CHICAGO, IL. 60622
111 WASHINGTON STREET
NOTE IDENTIFICATION DEPARTMENT
MAIL TO:
PLACE IN RECORDER'S OFFICE BOX NUMBER

UNOFFICIAL COPY

provisions of this trust deed shall be deemed to have been performed in effect when the provisions of this trust deed are complied with. The word "note" when used in this instrument shall be construed to mean "note" when more than one note is used. 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when this trust deed is recorded. 17. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of or through Mortgagees, and shall extend to and be binding upon Trustee, Successor in Trust, Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 18. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 19. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 20. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured. 21. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. 22. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories of the note or trust deed, not being obligated to record this trust deed or to execute any papers herein unless expressly obligated by the terms hereof, not being held liable for any acts or omissions hereunder, except in case of its own gross negligence or willful or wanton disregard of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder. 23. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release in writing to the borrower at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing it, and all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the original trustee and it may never be executed by the person herein designated as the maker thereof, and while the release is requested of the original trustee and it may never be placed its identification number on the note described herein, if any accept as the genuine note herein described by a note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and while the release is requested of the original trustee and it may never be placed its identification number on the note described herein, if any accept as the genuine note herein described by a note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof. 24. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. 25. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.