UNOFFICIAL COPY

TRUST DEED	13 FEB 85 4.3	274424 92
·	THE	ABOVE SPACE FOR RECORDER'S USE ONLY
THIS INDENTURE, made 12th of Fe	еђ. 19_85	, between
Dale A. Simmons and Delcina Sine in referred to as "Mortgagors," and corpation, herein referred to as TRUSTEE THAT, where is the Mortgagors are justly said leg at he lder being herein referred to as It	security Pac , witnesseth:	I halders of the Instalment Note hereinafter described,
indebtedness, if not so ner paid, due and pa stated above and a credi limit of \$37,	syable on	of even date herewith, made payable to the Holder and ments of principal and interest, with the balance of N/A ; or 1/2 an initial balance under a Revolving Line of Credit Agreement.
performed, and also in consideration of One	Dollar in hand paid, the r	incipal sum of money and said interest in accordance with the convenants and agreements herein contained, by the Mortgagors to be eceipt whereof is hereby acknowledged, do by these presents CONVEY eceipt whereof is hereby acknowledged, do by these presents CONVEY cribed Real Estate and all of their estate, right, title and interest therein,, COUNTY OF
	. Subdivisio	n in the Southwest 1/4 of Section 26, d Principal Meridian in Cook County,
PIN 20.26-303-	013	
7531 5. Ingleside Chicago, Il 60619	. Hive	
		J 200 MAJIL
for so long and during all such times as increased secondarily) and all apparatus, equipment or articles retrigeration (whether single units or centrally controdors and windows, floor coverings, awnings, stown physically attached thereto or not, and it is agreed it or their successors or assigns shall be considered. TO HAVE AND TO HOLD the premises unto the herein set forth, free from all rights and benefits unto benefits the Mortgagors do hereby expressly releas the first trust deed consists of two page.	may be entitled thereto (in now or hereafter therein billed), and wentilation, inces and water heaters. All nat all similar apparatus, as constituting part of the said Trustee, its success der and by virtue of the Heard way. In the covenants, covered the end way.	which are pledged primarily and on a painty with sale of the power, or thereon used to supply heat, gas, air conditioning, vater ght, power, or thereon used to supply heat, gas, air conditioning, vater ght, power, or thereon used to be a part of said real estate whether equipment or articles hereafter placed in the premises by the roor of caprese ereal estate. Sors and assigns, forever, for the purposes, and upon the uses and custs comestead Exemption Laws of the State of Illinois, which said rights an conditions and provisions appearing on page 2 (the reverse nace and are a part hereof and shall be binding on the
mortgagors, their heirs, successors and WITNESS the handand sea	accigina.	gors the day and year first above written[SEAL]
Dale a. Semmons	[SEAL]	ICEAL 1
Delcin Servin	[SEAL]	711
STATE OF ILLINOIS,) I,	Jeffrey J. I Jeffrey J. I ary Public in and for a FY THAT Dale	
who <u>S</u> pe subscribed to the	ersonally known to me foregoing instrument,	appeared before me this day in person and acknowledged that and delivered the said Instrument as theirs free losses therein set forth.
	for the uses and purp der my hand and Notar	

Page 1 (ORIGINAL

Notarial Seal

15120-0185 IL TRUST DEED

27422492

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

1. Mortgagors 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 mechanic's or other liens or claims for lien on 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 exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within the lien hereof, and upon request exhibit satisfactory evidence of the discharge of execution upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinances.

nunicipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer severice charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note devolucate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, 13. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, 13. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, 13. Mortgagors shall steep all buildings and improvements now or repairing the same or to pay in full the indebtedness secured hereby, all insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, 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 the holders of the note may, but need not, make any payment or perform any act hereinbefore required of

prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or crumbrances, if any, 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 or feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or ir curred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortraged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be tak in, shall be so much additional indebtedeness secured hereby and shall become immediately due and payable without notice and with interest liketer, as a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inact on or 'trustee or holders of the note shall never be considered as a waiver of any right accurring to them on account of any default hereunder on the part or "ortgagors".

part of forty ors.

5. The Trus eo or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any order at the holder of the accuracy of such bill, statement or estimate or intilities all dity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgago, she', ay each titem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Decome due and payable (a) Immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contail out.

7. When the indebtedness herein contails are the second of the case of the second of the case of the second of the performance of any other agreement of the mortgagors herein contail out.

Mortgagors herein contained.

7. When the indebtedness herein, secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and experience, with may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, or sale all expenditures and experience, with may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys fees, Trustee's fees, or sale all expenditures and experience and experience, stenographers' charges, publication costs and costs (which may be estimated as to supprise fees, outlays for documer ary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to supprise fees, or costs and experience are supprised to the fees of the interminent of the fees of the fees of the note in continuous title insurance policies, Torrens certificates, and similar data and assurances with espect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidden at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of time at a rate equivalent to the post maturity rate set forth in the note securing his trust deed, if any, incurred by trustee or holders of the note in connection with (a) any proceeding, including or probate and bankruptcy proceedings, to which either a then shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or probate and bankruptcy proceedings, to which either a 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 accrual of such right to foreclose

In the security nereor, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be districted 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 indictiveness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; row in, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust user, 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 regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the pr. mir.s. 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 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 derice or, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, exc. of fr. 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 uniform such cases for the protection, possession, control, collect such rents, issues and profits, and all other powers which may be necessary or are uniform in the protection, possession, control, collect such rents, issues and profits, and all other powers which may be necessary or are uniform in the protection, possession, control, collect such rents, issues and profits, and all other powers which may be necessary or are uniform. Such cases for the protection, possession, control, collect such rents, issues and profits, and all other powers which may be necessary or are uniform. The protection is may authorize the receiver to apply the net income in his hands in payment in whole or in part of; (a) The indebtedness secured hereby, or by any de ree 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 ecree, around such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcem

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable time. and ar ass thereto shall be permitted for

that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, 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, exce any case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to if be one exercising any power herein given.

negigence or insconduct, or that or the agents or employees or muster, and it may require indefinitions satisfactory evidence if at all, debtedness 13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence if at all, debtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any pe son whi shall, either secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any pe son whi shall, either secured by this trust deed has been fully paid; and Trustee may execute any limit of the representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may execute the representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may execute on the need secribed any note which bears an identification number on the note described any note which the cannot have the release is requested of the note and which purports to be executed by the persons herein described in the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have be in 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 identified. powers and authority as are herein given Trustee. It is not the original trust dead the word "Mortgagors" when used herein shall include all such persons and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors.

15. This Trust Deed and all provisions hereof,

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 the release deed Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!	Identification No
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.	ByAssistant Secretary /Assistant Vice President
IL TO: JECURITY PACIFIC 195. LASALLE ST. CHICAGO, IL 60603 PLACE IN RECORDER'S OFFICE BOX NUMBER.	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

END OF RECORDED DOCUMENT