## TRUST LENOFFICIAL COPY 9 /

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THE ABOVE SPACE FOR RECORDER'S USE ONLY	
THIS INDENTURE, made May 29 15 85 between Doris Young, a widow	and
since married to Willie Rughley	
herein referred to as "Mortgagors," and <u>Security Pacific Finance Corp</u> .  corporation, herein referred to as TRUSTEE, witnesseth:  THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter of said legal holder being herein referred to as Holder of the Note, in the principal sum of <u>Fight Thousand</u>	J
forty-six dollars and 42/100	_ Dollars.
evidenced by one certain instalment Note of the Mortgagors of even date herewith, made payable to the H delivered, which said Note provides for M monthly instalments of principal and interest, with the indebtedness, if not sooner paid, due and payable on; or an initiated above and a credit limit of \$ under a Revolving Line of Credit Agreeme	older and
HOW, PET FORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with provisions and limitations of this trust deed, and the performance. The coverants and agreements herein contained, by the Mortgaerformed, and all of consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these preser and WARRARIT unto the frustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interesting and being?  CITY OF Chicago , COUNTY OF COOK  AND STATE OF ILLINUITY OF	agors to be its CONVEY
Lot 9 in Block 13 fo Lee's Subdivision of the West Half of the South East & of Section 20, Township 38 North, Range 14, East of the Third Principal Meri	
in Cook County, Illinois.	•
Commonly known as: 6920 S. May, Chicago, IL 60621	
Parcel Number: 20-20-416-022	
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HAY-31-50 22 SEOULEST . SEOULEST - Rec	
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which, with the property hereinafter described, is referred to herein as the "premises,"  TOGETHER with all improvements, tenements, easements, fixtures, and appurtensives thereful hero" bing, and all rents, issues and prifer so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real es secondarity) and all apparatus, equipment or articles now or hereafter therein or thereto used to supply the color of conditioning, water, retrigeration (whether single units or centrally controlled), and rentilation, including (without restricting the foreign), screens, windows doors and windows, floor coverings, awnings, stoves and water heaters. All of the foreigning are declared to by a part of said real est	tole and not light, power, lades, storm ate whether
physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hureafter placed in the premises by the 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 purptises, viid upon the use herein set forth, free from all rights and benefits under and by writtee of the Homestead Exemption Laws of the Static of file oils, which sail benefits the Morgagors do hereby expressly release and warm.	s and trusts
This trust deed consists of two pages. The covenants, conditions and provisions appearing un page 2 (the side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binder mortgagors, their heirs, successors and assigns.	
WITNESS the hand s and seal s of Mortgagors the day and year first above written.	
Done Groung ISEALI Willie & Houghland	[SEAL]
Doris Young [SEAL] Willie Eughley	ISEALI
This Trust Deed was prepared by I. Garcia-8565 W. Dempster Suite 115, Niles, IL 60648	
STATE OF ILLINOIS, J. Lynn Wanner	
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, D CERTIFY THAT Doris Young, Since married to Willie Hugh	
who are proposally formula to a to be the common of the co	
who <u>are</u> personally known to e to be the same persons whose name <u>s</u> at subscribed to the foregoing Instrument, appeared before, me this day in person and acknowled the same the same the same the same the same the same persons.	
and voluntary act, for the uses and purposes therein set forth.	
A A CONTRACTOR	. 19 <u>85</u> . lary Public
Hage 1 My Conscioles Expires Mark 15	, 1968

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## UNOFFICIAL COPY

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

- 1. Mortgagors shall (a) promptly repair; restore or rebuild any buildings or improvements now or tweather 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 not expressly subordinated to the fiels hereof; (c) pay when due any indebtedness which may tw 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 tien to Trustee or to holders of the note, (d) complete within a reasonable time any buildings now or at any time in process of erection 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 respect to endowed. municipal ordinance

- numerical ordinance.

  2. Morgagors shall pay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sever some charges, and other charges against the prenises when due, and shall, upon writter request, furnish to Trustee or to holders of the note duplicate teosipts therefor. To prevent default hereunder Morgagors shall pay in full under profest, in the manner provided by statute, any tax or assessment which Morgagors may desire to contest.

  3. Wontgagors shall keep all buildings and improvements now or hereafter situated on said premises insured legislat loss or damage by fire, lightning or windstorm (stat flood damage, where the lender is required by tax to have its ioan so insured) under policies providing for payment by the 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 artistactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the bunefit of the holders of the note issuch rights to be evidenced by the standard mortgage clause to be affached to each policy, and shall deliver all policies, including additivial 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 Mortgagors in any form and manner deemed expedient, and 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 any payment or perform any act hereinbefore required or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee's or this holders of the note to protect the north additional indebtedoriess secured hereb part of Mortgagors.
- 5. The Trustee or the 'cacers of the note hereby secured maxing any payment hereby authorized relating to taxes or assessments, mar do so according to any bill, statement or estimate procured from the appropriate public office without inquity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay eath it and of indeptedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the folders of the note, and vithout notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the country, become 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 Hortgagors herein contained.
- Florigagors herein contained.

  7. When the indebtedness hereby secriful shall become due whether by acceleration on otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to loveclose the lien hereof, there shall be allowed and included as additional inductedness in the decree for site all expectitures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, and expenses to documentary and two revidence, stenographers' charges, publication costs and costs (which may be estimated as a time to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies. Torrens items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies. Torfets certificates, and similar data and assurances with respricing 1 title as Trustee or holders of the note may deem to be reasonably necessery either to prosecute such suit or to evidence to bidders at any sall which may be had pursuant to such decree the true condition of the little to or the value of the premises. All expenditures and expenses of the nature is this paragraph mentioned shall become so much additional indebtudness secured hereby and immediately due and payable, with interest thereon at a sit occurred to the post maturity rate set forth therein, when paid of including prohate and bankruptcy proceedings, to which either as them as all to a party, either as plaintiff, claimant or detendant, by reason of this trust deed or any indebtudness hereby secured; or (b) preparations for the common of any suit for the foreclosure hereof after accrual of such right to (or-ecloses whether or not accusally commenced; or (c) preparations for the direction or proceedings which might affect the premises or the security hereof, whether or not accusally 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 terms as are mentioned in the preceding paragraph hereof; second, all cother items which under this terms hereof constitute secured indebtednes, and tional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, in any verplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- so their rights may appear.

  9. Upon, or at any time after the filling of a bill to foreclose this trust died, the chart in which such bill is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, all inuit 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 premises of whether the same shall be then occupied as a homestead or not and the Trustee heresnided may be appointed as such receiver, but he solvency or insolvency of such said premises during the pendency of such foreclosure suit and, in case of a sale and a detict not, during the full statutory period of redemption, whether there be redemption or not, as hell as during any further times when knortgagors, except the me 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 the cases for the profection, possession, control, management and operation of the premises during the whole of said period. The Court from time to the law such receiver to apply the not income in his hands in payment in whole or in part of (a) The indebtedness secured hereby, or his may suthorize the receiver to apply the not foreclosure sale; (b) the deflictancy in case of a sale and deficiency.
- 10. No action for the enforcement of the item or of any provision hereof shall be subject to any defense which would not be good and available to the only interposing same in an action at law upon the note horeby secured.

  11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for all the note that the note is a constant.
- 12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the calledity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, not shall Trustee be obligated to record this trust deed or to exorcise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereunded, exc.,... in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 13. Trustoe shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence, AVI, all indeptedness 13. Trustoe shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory eviceric. (All indicatedness secured by this trust deed has been fully paid; and frust a may execute and deliver a release hereof to and at the request of any per on who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured no been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee in the genuine note herein described any note which further an employed in one placed thereon by a prior trustee i recruiter or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein det (1,0) ted as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described in may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein described any 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 persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles 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 idential title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein chal, 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 note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" 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 the release deed is issued. 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.

<u>`</u>	 		ITANT BOTH	

FOR THE PROTECTION OF BOTH THE BORROWEN AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.

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		100	· 52-, - 1		Trustee.
By.	A = = 11	star 1 Secreti	- /Aceletas	t Vice Pres	ident
	73311			11 8100 1 70.	-

MAIL	TÇ

SECURITY PACIFIC FINANCE CORP. 8565 W. DEMPSTER STE. 115 NILES, IL 60648



Identification No.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER