

# UNOFFICIAL COPY

TRUST DEED

8 5 1 / 3 85173421

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 27, 19 85, between Charlene Snow,

Divorced and not remarried

herein referred to as "Mortgagors," and Security Pacific Finance Corp., an Illinois corporation, herein referred to as TRUSTEE, witnesseth.

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder being herein referred to as Holder of the Note, in the principal sum of Fourteen Thousand

Six Hundred Sixty dollars and Seventy Cents (\$14,660.70) Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to the Holder and delivered, which said Note provides for  monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on Sept. 3, 1995 or  an Initial balance stated above and a credit limit of \$ N/A under a Revolving Line of Credit Agreement.

NOW, THEREFORE, the Mortgagors do agree the payment of the said principal sum of money and said interest in accordance with the terms, covenants and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and 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, to wit: Situated being in 620 N. Trumbull, Chicago, Ill. COUNTY OF Cook AND STATE OF ILLINOIS TO WIT:

Lot 16 and the South 8 feet of lot 15 in Carpenter's Subdivision of block 7 in Harding's Subdivision of the West 1/2 of the North East 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat recorded April 11, 1874 as document number 150,005, book 7, page 18, in Cook County, Illinois.

11<sup>00</sup> E

Permanent Parcel Number 16-11-210-034

620 N. Trumbull, Chicago, Ill. 60624

All of, with the property hereinafter described, is referred to herein as the premises. TOGETHER with all improvements, fixtures, equipment, features, and appurtenances thereto, including and all rents, issues and profits thereof, together with all other things which the Mortgagors may be entitled thereto which are hereby granted unto the party with said real estate and not to be included and all apparatus, equipment and articles thereon, hereinafter referred to as the fixtures, to supply heat, gas, air conditioning, water, light, power, ventilation, whether single or multiple, central, compressed, and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, lawns, shrubs and water features. All of the foregoing are to be a part of said real estate whether physically attached thereto or not, and it is agreed that all of the said fixtures, equipment and appurtenances hereinafter named on the premises to be 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 set forth upon the uses and trusts herein set forth, the full rights and benefits under and by virtue of the foregoing Deed of Conveyance of the State of Illinois, which said rights and benefits to the Mortgagors or their successors or assigns shall be as follows:

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 S and seal S of Mortgagors the day and year first above written.

Charlene Snow [SEAL] [SEAL]  
Charlene Snow [SEAL] [SEAL]

This Trust Deed was prepared by Maria Elena Gracia 19 S. La SALLE St. Suite 505 Chicago, Ill.

STATE OF ILLINOIS / Janie K. Pruss  
County of Kane / a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Charlene Snow, Divorced and not remarried

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 Hers free and voluntary act, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 27th day August, 19 85

Notarial Seal: [Signature] Notary Public

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## 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, and keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not properly subordinated to the interest of the payee when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and (b) promptly report satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, in complete written form, and (c) keep any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law in making repairs and improvements to the premises, and the use thereof, in making substantial alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty 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 to holders of the note duplicate 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, lightning or windstorm (and flood damage, where the lender is required by law to have its loan 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 compliance satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, by 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 a list of said 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 hereinafter 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 mortgages, and may purchase or discharge on prior mortgages any tax or other lien or claim, the right to be evidenced from any tax sale or foreclosure affecting said premises or contest any tax or assessment. An amount 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 the holders of the note to protect the mortgage premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Failure of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them in account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so 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 or claim thereon.

6. Mortgagors shall pay, in full, all indebtedness hereon mentioned, both principal and interest, when due, according to the terms hereof. All the principal of the holders of the note and the interest on the same, all or part of the indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, be payable, and shall be payable, in full, when due, in the event of default in making payment of any installment of principal or interest on the note, and in the event of default shall accrue and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or Trustee shall have the right to exercise the lien hereof in a suit at law to be filed in the land court, there shall be allowed and included as additional indebtedness in the decree for sale of said premises and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's commission, and other fees, costs for advertising and executing notices, stenographic charges, publication costs, and costs (which may be estimated as to amount) to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, title insurance policies, title and curative fees, and similar data and assurances will, in respect to title as Trustee or holders of the note may deem to be reasonably necessary within the limits of such title and curative fees, be deemed to be a part of the indebtedness secured hereby, and shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid, to include the Trustee or holders of the note in connection with any proceedings, including probate and bankruptcy proceedings, to which either as plaintiff or defendant, either as plaintiff claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure, whether or not actually commenced or the preparations for the defense of any threatened suit or proceeding which might affect the premises, or the proceeds 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, prior to the terms hereof, constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with interest as to Mortgagors, 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 to take charge of the premises, and such appointment may be made at any time before or after sale, without bond. The receiver shall have the same powers and authority as a receiver appointed by the court in which such bill is filed, and 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 of said premises, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagors request the intervention of such receiver, and to take and hold to collect all rents, issues and profits, and all other moneys which may be necessary or appropriate in such cases for the protection, preservation, maintenance, 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 (a) the indebtedness secured hereby, or (b) any decree foreclosing this trust deed, or (c) any special assessment or other lien which may be or become superior to the lien hereof or of such lien, provided such application is made prior to foreclosure hereof, in the deficiency, in case of a sale and deficiency.

10. No action for the enforcement of the covenant and provisions hereof shall be subject to any defense which would not be good and available to the party incurring same in an action at law upon the note hereby 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 given for that purpose.

12. 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 on the note or trust deed, nor shall Trustee be obligated to reimburse the trust deed if it, when issued, is power here is given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereof, except in cases where the Trustee, by negligence or misconduct or that of the agents or employees of Trustee, and it may require in remedies satisfactory to the holders of the note hereon given.

13. Trustee shall release this trust deed and the lien thereof 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 hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured hereby has been paid, and when 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, hereinafter 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, and where the release is requested of the original trustee and it has never placed its identification number on the note, or where it may accept as the genuine note 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 identical title, powers and authority as are herein given to 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 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 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.

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**IMPORTANT!**  
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.

Identification No. \_\_\_\_\_  
Trustee,  
By \_\_\_\_\_  
Assistant Secretary / Assistant Vice President

MAIL TO: Security Pacific Finance Corp.  
19 S. LaSalle, Suite 505  
CHICAGO, IL 60603

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

PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

