

# UNOFFICIAL COPY

TRUST DEED

8 5 1 7 6 3 4

85176322

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 3, 1985, between Sam Ewings and Clara Ewings,

his wife in joint tenancy

herein referred to as "Mortgagors," and Security Pacific Finance Corp., a Delaware 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

Nine Hundred Thirty Five and 50/100 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 September 9, 1995; or  an initial balance stated above and a credit limit of \$ \_\_\_\_\_ under a Revolving Line of Credit Agreement.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and 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 City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

Lot 23 in Block 2 in Garfield Park Addition, being a subdivision of part of the East 1/2 of the South West 1/4 of the South West 1/4 of Section 2, Township 59 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 902 N. Avers, Chicago, Illinois

Permanent Parcel Number 16-0-319-041 *AC*

DEPT-01 RECORDING

T#1111 TRAN 0791 09/05/85 12:10:00  
N#875 # A \*-B5-176322

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 thereon 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 purpose, 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 s. and seal s. of Mortgagors the day and year first above written,

[SEAL]

[SEAL]

[SEAL]

*Sam Ewings*

[SEAL]

This Trust Deed was prepared by A. Childers 1900 Spring Road Oakbrook, Ill. 60521 9/3/85

STATE OF ILLINOIS,

SS.

Audrey A. Childers

County of Cook

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY

CERTIFY THAT Sam Ewings and Clara Ewings, his wife

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

Given under my hand and Notarial Seal this 3rd day of September, 1985.

*Audrey A. Childers* Notary Public

Notarial Seal

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ORIGINAL

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Page 2

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

1. Mortgagors shall jail promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; to keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the lien hereof; to 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 a reasonable time any building or 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 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 thereof. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, all 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 losses sufficient either to pay the cost of replacing or repairing, the same or to pay in full the indebtedness secured hereby, all in companies set 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 thereon, 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 payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other claim or title or claim thereto, or freedom from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses and incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which an item 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, if a post maturity rate, set forth in the note securing this trust deed; if any, or else the maturity rate set forth therein. In case of Trustee or holders of the note shall never be considered as a holder of any right accruing to them on 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 prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, fine, or other tax or revenue title or stamp thereon.
6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and while it remains in Mortgagors' hands unpaid, unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (immediately in the case of default) in making payment of any installment of principal or interest on the note, or (b) when cause shall occur 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 foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note or attorneys' fees, "Trustee's fees" appraised by them, outlays for documentary and expert evidence, stenographic charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of partition, (a) such abstracts of title, title searches and examinations as title insurance policies, title certificates, and similar data and assurances with respect thereto as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of the premises. All expenses and expenses of the nature of the paragraph herein named shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the post maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including a claim and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, (b) reason of the trust deed or any indebtedness hereby secured, or (c) preparations for the commencement of, or any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security 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 proceeding, including all such items as are mentioned in the preceding paragraph herof, second, all other items which under the terms herein constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any amounts due Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
9. Upon, or at any time after the filing of a suit to foreclose this trust deed, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, and without regard to the value of the premises or whether or not same shall then be occupied as a homestead or not and the Trustee hereunder may be appointed as such a 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 deficiency, during the first six months period of redemption, whether there be re-deemption or not, as well as during any further times when Mortgagors, except for 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 usual in such cases, 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 in his hands in payment in whole or in part of the indebtedness secured hereby, or by any decree for closing this trust deed or any tax, special assessment or other lien which may, be or become superior to the lien hereof or of such decree, provided such application is made prior to the final sale, (b) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be good and available to the party interposing 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 permitted for that purpose.
12. Trustee has no duty to examine the true location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity, or authority of the signatory 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, except in case of gross neglect or misconduct of that of the agents or employees of Trustee, and it may require indemnities satisfactory to Trustee before exercising any power herein given.
13. 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 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 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 a genuine note herein described, any note which bears an identification number pertaining to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and has never placed its identification number on the note described herein, 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 his 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.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through them, 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.

### 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

SECURITY PACIFIC  
MAIL TO: 1900 SPRING ROAD S-203  
OAK BROOK, IL 60521

PLACE IN RECORDER'S OFFICE BOX NUMBER



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