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SECURITY PACIFIC
FINANCE CORP



TRUST DEED

COOK COUNTY, ILLINOIS

FILER'S COPY REC'D # 5 85 181 002

1985 SEP -9 PH 2:59

85181002

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 28,
1985, between Vicki S. Cosey^{and}
~~Thelma Shirley Bagley~~ A WOMAN NEVER MARRIED ~~MARRIED TO LESTER BAGLEY~~
herein referred to as "Mortgagors," and SECURITY PACIFIC FINANCE, INC., a Delaware Corp. doing business
in Illinois, herein referred to as TRUSTEE, witnesseth:
THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the ~~A~~ Note hereinafter described, said
legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two Hundred Twenty
Four Thousand and No/100 (\$224,000.00) Dollars,
Commercial Promissory
evidenced by one certain ~~A~~ Note of the Mortgagors of even date herewith, made payable to THE ORDER OF
SECURITY PACIFIC BUSINESS FINANCE, INC.

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest
from even date on the balance of principal remaining from time to time unpaid at the rate
of Prime + 3.0% per cent per annum in instalments (including principal and interest) as PER THE TENOR OF THE NOTE
FOR EXAMPLE PURPOSES:

on _____ 19_____, and _____
the _____ day of each thereafter until said note is fully paid except that the final payment of principal
and interest, if not sooner paid, shall be due on the 1st day of August, 1990. All such payments on
account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the
remainder to principal provided that the principal of each instalment unless paid when due shall bear interest at the rate
of Prime + 3.0% per annum, and all of said principal and interest being made payable at such banking house or trust
company in Schaumburg, Illinois, as the holders of the note may, from time to time,
in writing appoint, and in absence of such appointment, then at the office of Security Pacific Finance Corp.
in Los Angeles, California

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:

The North $\frac{1}{2}$ of Lot 5 and the South $1\frac{1}{4}$ inches of Lot 4 in Block 6 in Wilson,
Beald and Stebbins Subdivision of the North West $\frac{1}{4}$ of the South West $\frac{1}{4}$ of
Section 15, Township 32 North, Range 14 East of the Third Principal Meridian,
in Cook County, Illinois.

(c/k/a 6022 S1 Indiana, Chicago, Illinois, PIN: 16-15-368-011)

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 deemed 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, indoor beds, awnings, canopies, 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
trust 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 4 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of August, 1985.

WITNESS: *Vicki S. Cosey* *Thelma Shirley Bagley*

RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON AUGUST 28, 1985, AT PAGE 130 OF THE INDEX TO RECORDS.

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17. Notwithstanding anything to the contrary contained herein, the Mortgagor does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by Deed or Assignment of Beneficial Interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor, the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided a Mortgagee ("Trustee") under this certain Trust Deed.

18. The Obligor to the Note may prepay, in whole or in part, the unpaid balance of said Note at anytime, provided, however, that if said Obligor prepays, whether voluntarily or following acceleration, the said Note in whole or in part during the first two (2) years from the date of the said Note, Obligor will be subject to a prepayment penalty amounting to six months' interest on the principal amount prepaid (which penalty shall be calculated based on the interest rate in effect when prepayment is received).

19. The Obligor to the Note secured by this Indenture for Trust Deed shall pay all general real estate taxes and special assessments as they come due, and hold harmless SECURITY PACIFIC BUSINESS FINANCE, INC. from all loss, damage, costs and fees with respect to any forfeiture or sale of said taxes. The Obligor to the said Note shall keep the improvements on the property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as the Mortgagee may require and shall provide yearly evidence of said insurance on all properties, to SECURITY PACIFIC BUSINESS FINANCE, INC., showing SECURITY PACIFIC BUSINESS FINANCE, INC. as loss payee, in an aggregate amount not less than the greater of either the loan balance on this said loan plus all other loans for which mortgage liens have been recorded or the replacement costs of all structures and improvements on the said property. A default in the payment of taxes or failure to provide evidence of insurance shall be deemed a default under the said Note and this Trust Deed. The holder of the said Note may, but need not be required to pay any delinquent taxes or keep insurance in force, but in the event the holder elects to do so, it shall have the right to demand immediate repayment plus interest as set forth in the said Note.

20. Mortgagors covenant and agree, after the execution of this Indenture for Trust Deed, not to further encumber, hypothecate or, in any other manner, allow a mortgage lien to attach to the mortgaged premises, without the express written consent of Mortgagee ("Trustee"). Mortgagor covenants and agrees that any further encumbrance without agreement by Mortgagee shall constitute a default herein.

21. Mortgagors, on behalf of the Obligors to this Note, who are residents of the State of Illinois and/or are Illinois Limited Partnerships and/or corporations qualified to do business in the State of Illinois and doing business in the State of Illinois, represent and agree that the proceeds of the Note secured by this Mortgage will be used for the purpose specified in Section 6404(C) of Chapter 17 of the Illinois Revised Statutes of 1983, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

22. Upon a loss which shall result in payment to Mortgagee and Mortgagor of insurance proceeds, the Mortgagor shall have the right to repair or replace the damaged or destroyed portion of the premises, using said insurance proceeds, provided Mortgagor shall not then be in default of the monetary covenants, including payment of taxes and insurance premiums, of the Note which this Trust Deed secures, and provided further that Mortgagee deems the restoration or repair economically feasible. Should a default exist under this Mortgage, or the Mortgagee deems said restoration or repair unfeasible, the Mortgagee shall have the right to apply the said proceeds to the indebtedness whether matured, unmatured, accelerated, or otherwise.

23. As to further covenants of this Mortgage, the Mortgagor hereby covenants and agrees that the Mortgage is given as security for the performance and observance of the covenants and agreements herein contained.

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as well as each and every covenant of the Commercial Promissory Note of even date, in the amount of \$224,000.00 executed by the Mortgagor and others, as co-Obligors, and to secure to the Mortgagee the payment of that said \$224,000.00.

24. Mortgagor will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Mortgage before such lien may attach or which may result in conferring upon a tenant of any part of the mortgaged premises a right to recover such sums as prepaid rent.

25. Mortgagees shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this Mortgage.

26. That, if any action or proceeding be commenced (excepting an action to foreclose this Mortgage or to collect the debt hereby secured), to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or the Note which it secures, or in which the Mortgagee deems it necessary to defend in order to uphold the lien of this Mortgage or the priority thereof or possession of said mortgaged premises, all sums paid or incurred by the Mortgagee for counsel fees and other expenses in such action or proceeding shall be repaid by the Mortgagor, together with interest thereon from date of payment by the Mortgagee, at the rate of prime plus 3.00% per annum, and all such sums and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created and of its priority.

27. My notices required to be given to Mortgagor pursuant to this Trust Deed or Note securing said indebtedness or Security Agreement shall be given by U. S. Mail, certified return receipt requested, postage prepaid (and shall be deemed given on the date mailed) to the following: Vicki S. Cosey, 11150 S. Vernon, Chicago, Illinois 60628 and Thelma Shirley Bagley, 11437 S. Emerald, Chicago, Illinois 60628.

WITNESS the hands and seals of Mortgagors the day and year first above written.

Vicki S. Cosey
Vicki S. Cosey

Thelma Shirley Bagley
Thelma Shirley Bagley

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

* A WOMAN NEVER MARRIED
***MARRIED TO LESTER BAGLEY

On this 28 day of August, 1985, before me appeared Vicki S. Cosey and Thelma Shirley Bagley, personally known to me to be the same persons whose names 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.

TOMASINE K. MARSHALL
Notary Public

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My Commission Expires: 10-11-86