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TRUST DEED

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THE ABOVE SPACE FOR RECORDER \$2114037 THIS INDENTURE, made September 23. 19 85 between Charlie Colling and Cloverene Collins, His Wife, in Joint Tenancy, herein referred to as "Mortgagors," and _Security Facific Finance Corp. 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 __TWELVE_THOUSAND_FIVE_ 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 ; or Main inicial batance indebtedness, if not sooner paid, due and payable on _____9/27/90_ ____NONE___ under a Revolving Line of CreCit Agreement. stated above and a credit limit of \$ ____ 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 coverants and agreements berein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the recipility whereof is hereby Ecthomological, but by these presents CONVEY and YARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, tale and interest therein. ANT STATE OF ILLINOIS, to will: COUNTY OF COOK Lot 1 weept the North 5 feet thereof) together with the North 10 feet of Lot 20 in Hicken and Company's 63rd and Robey Subdivision in Circuit Court Partition of Blocks 1 and 8 in Subdivision of the South half of the South West Quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, 20-18-309-052 Commonly known at 516. S. Damen, Chicago, 1119 25 SEP 95 10: 46 3/232 · 85204037 · A - Rec which, with the property hereinafter described, is referred to herein as the "premises." which, with the property hereinalter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenancer the uso belonging, and all rents, issues and profits thereof to so long and dicting all such times as Mortgagors may be entitled thereto (which are pledged primarily and oil apparatus, equipment or articles now or hereafter thereto (which are pledged primarily and oil apparatus, equipment or articles now or hereafter therein of thereon used to supply heat, go, all conditioning, water, fight, power, refrigeration enhances to use or extensive there was shades, storm doors and windows, story coverings, awarings, attores and water heaters. All of the foreogoing are declarated to a part of said real estate whether physically attached thereto or not, not all is agreed that all similar apparatus, equipment or articles hereafter go or the users as to have a part of said real estate whether the successors or assigns chall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the promises unto the said Trustee, its successors and assigns, forever, for the purposer, and you can be really and benefits under and by virtue of the Homesteed Exemption Lase of the State of the said rights and benefits the Muritagors do thereby expressly release and waive.

This is trust idead conversion of two panes. The covenants, conditions and provisions appearing a page of the program. This trust dead 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 by Inding on the mortgagors, their heirs, successors and assigns. of Mortgagors the day and year first above written. WHNESS the hand\ s .. __ and seal__a_ Cleverene Cloverene Collins Charlie Collins [SEAL] [SEAL] This Trust Deed was prepared by _Donna-Drossart, _950-W__175th_St___Homewood, _IL_60410. STATE OF ILLINOIS, a Notary Public in and for and residing in said County, in the Case atcressed, DO HEREBY CERTIFY THAT Ch4-lie Collins and Cloverone Collins, his Wift ounty of DuPage subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _ signed, sealed and delivered the said Instrument as _ their and voluntary act, for the uses and purposes therein set forth. Given under my hand and Noterial Seal this Notariel Seal

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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; (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 lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superfor 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 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 ordinances.
- 2. Mortgagors shall pay before any ponalty 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 deplicate 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.
- Inching or windstorm land flood damage, where the lender is required by law to have its some or insured, under policies providing for payment by the insured, under policies providing for payment by the insured, under policies providing for payment by the insured companies of moneys sufficient either to pay the cost of replacing or requiring the same or to pay in full the indebtedness secured neighy, 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 mAJers or 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 fan days prior to the respective dates of expiration.
- poor 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 encumbrances, if any, and purchase, discharge, compromise or sattle any tax tien or other prior tien or title or claim thereof, or redoem from any tax sale or forfeiture attenting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therealth, including attorney's lens, and any other moneys 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 action forein authorized may be taken, shall be so much additional indebtedoness secured hereby and shall become immediately due and payable without notice and with interest, thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust dued, if any, otherwise the prematurity rate set forth therein, feachors of Trustee or his ideas 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 of storgagor.
- 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 bitle statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bitle, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- **S. Mortgagors shall *** * * In term of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the lot and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the note or is this Trust Deed shall, notwithstanding snything to the operation of the snything to the note of the note of the note.
- Mortgagors herein contained.

 7. When the indebtagness hereby a curud shall become due whether by acceleration or otherwise, nolders of the note or Trustee shall have the notic to foreclose the lien hereof, in air is it to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree to sale atterpenditures and expendes which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays to document any and extent evidence, stenographers' changes, publication costs and costs which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of little, little searches and examinations. If the insurance bolicles, Tomats certificates, and similar data and assurances with a specific hick as Trustee or holders of the note may deem to be reasonably necessary either to provide such surface to a not expended and assurances with a specific hick may be estimated as and expended necessary either to provide such surface and expenditures and expended on the nature in a paragraph mentioned shall become so much additional if debtedness secure hereby and immediately due and payable, with interest thereon at a rate equivalent to the post manufity rate set forth therein, when p id or incurred by Trustee or holders of the note in connection with (a) any proceeding, to which either as more shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed of any indebtedness hereby secured, or (b) preparations for he immencement of any suit for his foreclosure hereof after accrual of such right to foreclose whether or not accusally commenced, or (c) preparations or the security havener, whather or not accusally commenced. or the security hereof, whether or not actually commenced."
- or the security hereof, whether or not actually commenced.

 3. The proceeds of any foreclosure sale of the premises shall or "intributed 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 liters which under the terms hereof constitute secured indebtudies: as initional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for th, any overplus so Mortgagors, their hairs, legal representatives or assigns,
- an their rights may appear.

 9. Upon, or at any time after the filling of a bill to toreclose this frust per y, the court in which such bill is filled may appoint a receiver of realignments. Such appointment may be made either before or atter sale, without rotif x, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the their value of the prior sev or whether the same shall be then occupied as a homestated or not and the Trustee hereunder may be appointed as such receiver. Such receiver is all have power to collect the rents, issues and profits of sale premises during the pendency of such foreclosure suit and, in case of a sale and a cet file usy, during the full statistory penul of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, excer it is the intervention of such race; et, would be ontilled to collect Juch rents, issues and profits, and all other powers which may be necessary or any such cases for the proficulion, passession, control, memory ment and operation of the premises during the whole of sale period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whote or in part of (a) The indebtedness secured here, or by any decree inreclosing this trust deed, or any tax, special assessment or other time which may be or become superior to the lien hereof or of such of the provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

 10. No action for the enforcement of the lien or of any provision hereof small be subject to any decrees the lien and access thereto shall be permitted for the profits of the horders of the notice rate the right to inspect the premises at all reasonable time, and access thereto shall be permitted for
- 11. Trustee of the holders of the note chall have the right to inspect the premises at all reasonable tin earlies and access thereto shall be permitted for
- 12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquiry into the validity of the signatures or the identity, capacity, or authority of the signatures on the note or trust deed, nor shall Trustee be obligated to report 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 hereolider, except in case of its own gross negligance or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory it, it before exercising any power herein directly.
- 13. Trustee shall release this trust doed and the lien thereof by proper instrument upon presentation of satisfactory evid ince that all indebtedness 13. Trustee shall release this trust doed and the lien thereof by proper instrument upon presentation of satisfactory evid ince, hat 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 in yer on who shall, elimin before or a star maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby section is upon who shall, elimin representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trust events are representation trustee may accept as true without linquiry. Where a release is requested of a successor trustee, such successor trust events are representation from the successor trustee, such successor trust events are requested on the successor trustee, such successor trustee, trustee, such successor trustee, such successor trustee, the trustee, the trustee and which conforms in substance with the description of the note and which purports to be usefuled by the persons herein designated as makers thereof.

 14. Trustee may resign by instrument in writing filled in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filled. 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 attented shall be Successor in Trust. Amy 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 for and be binded defined and all persons claiming under or through Mortgagors and all persons claiming under or through Mortga

- thereof, whether or not such persons shall have executed the note of this Trust Deed. The word "note" when used in this insulation and used to mean "notes" when more than one note by used.

 36. Before releasing this trust deed. Trustee or cuccessor shall receive for its services a fee as defermined by its rate schedule in affect 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.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD. SECURITY PACIFIC FINANCE CORP.			Identification No.
			Assistant Secretary / Assistant Vice President FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
AFL TO:	950 W. 175th Suite 2 SW	=	MAIL TO BESCRIBED PROPERTY HERE

PLACE IN RECORDER'S OFFICE BOX NUMBER

Homewood, Illinois 60430

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