

UNOFFICIAL COPY

TRUST DEED



86424968

THE ABOVE SPACE FOR RECORDER'S USE ONLY

86424968

THIS INDENTURE, made September 18, 19 86, between INDEPENDENCE BANK OF CHICAGO, commonly known as Trust

Number 20592 Dated the 1st day of December 1980 A Delaware

herein referred to as "Mortgagors," and Security Pacific Finance Corp, a 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 \$52517.00

Fifty-two thousand Five Hundred Seventeen Dollars and no Cents 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 [X] monthly instalments of principal and interest, with the balance of Indebtedness, if not sooner paid, due and payable on September 23, 1996; or [] an initial balance stated above and a credit limit of \$ N.A 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 1909 S Spaulding, Chgo, IL, 60612, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 45 in block 14 in Douglas Park Addition to Chicago in the East Half of the south east quarter of section 23, Township 39 North, Range 13, East of The Third Principal Meridian in Cook County, Illinois Commonly known as 1909 South Spaulding Avenue in Chicago, Illinois.

Permanent Parcel Number 16-23-421-002 us

THIS IS A FIRST MORTGAGE

COOK COUNTY RECORDER

#7976 # 4 1777

1#3333 TRAN 4638 09/19/86 11:54:00

DEPT-01 RECORDING

\$11.25

Received and delivered by the Independence Bank of Chicago not in its individual capacity, but not solely in the capacity herein described, for the purpose of binding the herein described property, and is to be jointly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each of the Mortgagors, by executing and delivering to the Trustee, or for the purpose of binding the Trustee personally, but secured and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and not personal liability or personal responsibility as assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof, or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

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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 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 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) awnings, 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 purposes, 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 _____ and seal _____ of Mortgagors the day and year first above written.

Independence Bank of Chicago, not personally but as Trustee of 1909 S Spaulding

Georgann D. Manning (SEAL) Ass't Trust Officer

(SEAL) (SEAL)

This Trust Deed was prepared by _____

STATE OF ILLINOIS,) The Undersigned *)
County of Cook } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Georgann D. Manning

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

Given under my hand and Notarial Seal this 19th day of September, 19 86

Notary Public

Notarial Seal

Execution: provision restricting any liability of the Independence Bank of Chicago stamped on the reverse side hereof, is hereby expressly made a part hereof.

