

UNOFFICIAL COPY

TRUST DEED

86476234

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 9, 1986, between Francisco Boyas and Aurelia

Boyas, His Wife As Tennants in Common

herein referred to as "Mortgagors," and Security Pacific Finance Corp., a XXXXX 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 Nine Thousand Six

Hundred and Thirty and 68/100 (9630.68) 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 October 15, 1991; 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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 221 in Givens and Gilberts Subdivision of the South East 1/4 of the North West 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$11.25  
T#2494 TRAM 9235 10/14/86 15491-00  
#4696 # D \* - 86-476234  
COOK COUNTY RECORDER

COMMONLY KNOWN AS: 2852 W. Diversey, Chicago, IL 60647

86476234

PARCEL NUMBER: 13-25-135-038  
97

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) 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 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 hands and seal of Mortgagors the day and year first above written.

Francisco Boyas [SEAL] Aurelia Boyas [SEAL]  
FRANCISCO BOYAS [SEAL] AURELIA BOYAS [SEAL]

This Trust Deed was prepared by M. Orozco, 8565 W. Dempster, Niles, IL 60648

STATE OF ILLINOIS, }  
  } SS. Lawrence Graves  
County of Cook }    a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY  
CERTIFY THAT Francisco Boyas and Aurelia Boyas

who are personally known to me to be the same person S whose name 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 28 9<sup>th</sup> day October 1986.  
My Commission Expires May 2, 1989 Lawrence Graves Notary Public

Notarial Seal

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ORIGINAL

**11** MAIL

86-476234

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PLACE IN RECORDERS OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

MAIL TO

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTALLMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE FILED FOR RECORD  
BEFORE THE TRUST DEED IS FILED FOR RECORD

Assistant Secretary/Assistant Vice President

Identification No. \_\_\_\_\_  
Trustee, \_\_\_\_\_  
By \_\_\_\_\_

10. 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.

11. Trustee 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 title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories 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 its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it 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 hereof, 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 as the genuine note herein described any note which bears an identification number purporting 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 makers thereof. 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, and where the release is requested of the original Trustee and it has never placed its identification number on the note, as described herein.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been contained of the note and which purports to be executed by the persons herein designated as makers thereof.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" 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.

17. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

18. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories 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 its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

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