

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 11 19 86, between Josephine Ramos,

Divorced and not since remarried  
herein referred to as "Mortgagors," and Security Pacific Finance Corp. a Delaware XXXXXXXXXXXXXXXXXXXX  
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 Six Thousand One

Hundred and 73/100- 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 June 16, 1992; 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 City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 44 in Block 4 in McMillan and Wetmore's Subdivision of the North Quarter of the East Half of the South East Quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Commonly known as 2622 S. Kedvale, Chicago, Illinois

Permanent Parcel Number 16-27-404-031

DEPT-01 RECORDING \$11.00  
T#4444 TRAN 0238 06/16/86 13:13:00  
#4601 # D \* - 86 - 243636

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 on 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.

Josephine Ramos [SEAL] \_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL] \_\_\_\_\_ [SEAL]

This Trust Deed was prepared by A. Childers 1900 Spring Road Oakbrook Illinois 6/11/86

STATE OF ILLINOIS, }  
County of Cook } ss. I, Audrey A. Childers  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Josephine Ramos, divorced and not since remarried  
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 11th day June, 19 86.

Notarial Seal  
11 00 E

Audrey A. Childers Notary Public

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UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

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

MAIL TO:

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



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

By \_\_\_\_\_  
Assistant Secretary / Assistant Vice President  
Trustees,  
Identification No. \_\_\_\_\_

6243636

1. Mortgages shall pay before any penalty attaches against the premises when due, 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 Trustees or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or municipal ordinance which Mortgages may desire to contest.

2. Mortgages 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 it) on a non-cancelable policy providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustees for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clauses 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.

3. In case of default thereby, Trustees or the holders of the note may, but need not, make full or partial payments of principal or interest on prior Mortgages in any form and manner deemed expedient, and may, but need not, make any payment or perform any act heretofore required of Mortgages, if any and purchases, discharge, compromise or settle any lien or other prior lien or title or claim, or redeem from any tax sale encumbrances, if any, and purchases, discharge, compromise or settle any lien or other prior lien or title or claim, or redeem from any tax sale or forfeiture affecting said premises or contract any tax or assessment, All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustees for each matter concerning which action 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 the post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth in the note.

4. The Trustees or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any plan, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereby.

5. The Trustees or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so on behalf of the Mortgages and without notice to Mortgagee and payee (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. All the option of the holder of the note, and without notice to Mortgagee and payee, shall be available to the holder of the note, notwithstanding anything in the note or in this trust deed, to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustees 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 expenditures and expenses which may be paid or incurred by or on behalf of Trustees or holders of the note for attorneys' fees, Trustees' fees, appraiser's fees, outlays for documents and expert evidence, stenographers' charges, 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 title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and surveys with respect to the note as Trustees or holders of the note may deem to be reasonably necessary either to participate such suit or to evidence to bid, at any sale which may be had pursuant to such condition of the note or to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable, when paid or incurred by Trustees or holders of the note in connection with (a) any proceeding, including foreclosure, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness secured in whole or in part by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with interest thereon as herein provided; and fourth, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the occupancy of the premises or the time of application for such receiver, and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustees hereunder may be appointed as such 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, 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 appropriate for the protection, possession, control, management and operation of the premises during the whole of said period. The Court in time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereof, or by any decree foreclosing 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 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 shall be subject to any defenses which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustees or the holder 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. Trustees has no duty to examine the title, location, existence or condition of the premises, or to insure into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustees be obligated, or record the 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 Trustees, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustees 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 Trustees 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 Trustees the note, representing that all indebtedness hereby secured has been paid, which representation Trustees may accept as true without inquiry. Where a release is requested of an assignor, trustee, such assignor, 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 person herein designated as the maker thereof; and where the release is requested of the original trustee and it 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 person herein designated as the maker thereof; provided that the 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 person herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof.

14. Trustees may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed, in case of the resignation, inability or refusal to act of Trustees, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given Trustees.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, 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 "note" when this note is used.

16. Before releasing this trust deed, Trustees or assignor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustees or assignor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

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