

87219372

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 20 19 87, between

Richard Ehlin and Nancy Ehlin, his wife herein referred to as "Mortgagors," and Security Pacific Finance Corp., a corporation, herein referred to as TRUSTEE, witnesseth:

Delaware 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 Eight Thousand Three Hundred Forty Six Dollars and no/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 [X] monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 04-24-92; or [ ] an initial balance stated above as 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 Dolton, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 27 in Block 1 in the Resubdivision of Calumet Woodlands 1st Addition a Subdivision of Lot 9 in Pohler's Subdivision of the South East 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian and that part of the North East 1/4 of the South East 1/4 of Section 11 Described as follows: Beginning at the South East Corner of North East 1/4 of the South East 1/4 of Section 11 Thence North 545.6 feet to the Center of Michigan Road, Thence North Westerly Along Center Line of said Road 834.6 feet to a Point in Center Line of said road, Thence South 1047.98 feet to a Point on the North Line of South East 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian Thence east along Northerly Line of the South East 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Parcel No: 29-11-409-059

Commonly Known AS: 15204 Dante Dolton Il. 60419

DEPT-01 \$12.00 T#0003 TRAN 3553 04/24/87 13:10:00 #1974 C \*87-219372 COOK COUNTY RECORDER

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 hand and seal of Mortgagors the day and year first above written.

Richard Ehlin (SEAL) Nancy Ehlin (SEAL) Richard Ehlin Nancy Ehlin -87-219372 (SEAL)

This Trust Deed was prepared by E. Koliopoulos, 7667 W. 95th St. Ste. 100 Hickory Hills, IL. 60457

STATE OF ILLINOIS, I, Dolly G. Jenkins a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard Ehlin and Nancy Ehlin who are personally known to me to be the same person whose name 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 20th day April, 19 87

Notarial Seal Dolly G. Jenkins Notary Public

87219372

UNOFFICIAL COPY

PLACE IN RECORDERS OFFICE BOX NUMBER

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

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT NOT SECURED BY THIS  
TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE  
BEFORE THE TRUST DEED IS FILED FOR RECORD.

Assistant Secretary Assistant Vice President

Trustee

Identification No.

1. Mortgages shall (a) keep said premises in good condition and improvements now or hereafter 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 its loan so insured under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing 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 Trustee 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.

2. Mortgages shall pay before any penalty attached all general taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts herefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or municipal ordinance.

3. Mortgages shall keep all buildings and improvements now or hereafter 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 its loan so insured under policies providing for payment by the insurance companies of money sufficient either to pay the cost of repairing or replacing 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 Trustee 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.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof, and may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof, and may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof, and may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof.

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 law, and may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof, and may, but need not, make any payment or perform any act hereunder required or permitted by the terms hereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, become due and payable (a) immediately in the case of default in making payment of any installment or principal 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 Trustee shall have the right to foreclose, 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentarian 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 duties and assurances with respect to title as Trustee or holders of the note may deem it to be reasonably necessary either to the procedure such suit or to evidence to bidders a true condition of the title to or the value of the premises. All expenditures and expenses of the procedure in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be paid immediately due and payable with interest thereon as a rate determined by the court in the decree in this Trust Deed, if any, other than the premises hereby secured, and all other powers which may be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its payments in whole or in part to: (a) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, appeal, assessment or other lien which may be or become superior to the lien hereof or of such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and delivery.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

11. Trustee or the holders 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. Trustee has no duty to examine the title, location, existence or condition of the premises, or to incur 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 unless expressly obligated by the terms hereof, nor be liable for any acts or omissions of Trustee, or to be liable for 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 or satisfaction of a release 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 the makers thereof, and where the identification number of the original trustee and it has never placed its identification number on the note as 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 persons herein designated as the makers thereof, and where the identification number of the original trustee and it has never placed its identification number on the note as 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 persons herein designated as the makers thereof.

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 recorded or filed, 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 situated shall be Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

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 "Mortgages" 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 secured by this Trust Deed. The person or persons who shall be Successor in Trust hereunder shall be deemed to have executed the note of this Trust Deed. The person or persons who shall be Successor in Trust hereunder shall be deemed to have executed the note of this Trust Deed. The person or persons who shall be Successor in Trust hereunder shall be deemed to have executed the note of this Trust Deed.

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

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