

TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 16th 1988, between Willie Shaw and Getrude Shaw, his wife in Joint Tenancy

herein referred to as "Mortgagors," and Security Pacific Financial Services, a 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 Eighteen Thousand

and 00/100 Dollars, evidenced by one certain 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 21, 1991; or [] an initial balance stated above and a credit limit of \$ N/A under a Revolving Loan 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 36 IN BLOCK 5 IN ASHLAND A SUBDIVISION OF THE NORTH 3/4 AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 167 FEET THEREOF) IN SECTION 18, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

\$12.25 T#3333 TRAM 3290 09/21/88 11:13:00 #8305 ÷ C * -88-432290 COOK COUNTY RECORDER

5631 S. Wood Chicago, Illinois 60636

20-18-22-012

RECORD DATA 320/6/90

88432290

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 may not be assumed.

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

Willie Shaw (SEAL) Getrude Shaw (SEAL) Willie Shaw Getrude Shaw (SEAL)

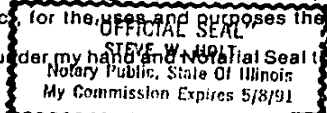
This Trust Deed was prepared by Lisa W. McLaughlin 100 N. LaSalle St. 1115 Chicago, Illinois

STATE OF ILLINOIS,

County of Cook

I, STEVE W. HOLT a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Willie Shaw and Getrude Shaw, his wife in Joint Tenancy

who s personally known to me to be the same person s whose name s 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 16th day SEPT, 1988.

Steve W. Holt Notary Public

Notarial Seal

12 Mail

88432290

UNOFFICIAL COPY

PLACE IN RECORDERS OFFICE BOX NUMBER

CHICAGO, ILLINOIS 60602

SUITE 1115

100 NORTH LASALLE STREET

MAIL TO:

SECURITY PACIFIC FINANCIAL SERVICES

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.

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

Identification No. _____ Trustee

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. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

11. 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 introducing same in an action at law upon the note hereby secured.

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 the result of which are exercised in its own good faith and belief.

13. Trustee shall release 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 thereof, 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 as 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, 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 persons herein designated as 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. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee. The 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.

15. The 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. Trustee shall release 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 thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation 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 as 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, 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 persons herein designated as makers thereof.

17. 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 sale, with or without regard to the value of the premises or whether the premises are a homestead or time of application for such receiver and without regard to the value of the premises. 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, or Trustee, or receiver, or any other person, may be entitled to collect such rents, issues and profits, and all other powers which may be necessary or proper for the protection, possession, control, management and operation of the premises during the whole or said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment or in part of: (a) The indebtedness secured hereby, or any decree foreclosing this trust deed, or any tax, (b) the deficiency in case of a sale and deficiency, (c) the deficiency in case of any provision hereof which would not be good and available to the party introducing same in an action at law upon the note hereby secured.

18. The proceeds of any foreclosure sale of the premises or of the security hereof, whether or not actually commenced, or the security hereof or not actually commenced, or the security hereof or not actually commenced, 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 additional to that evidenced by the note, their heirs, legal representatives or assigns, provided; third, all principal and interest remaining unpaid on the note, with, if any, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

19. 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 sale, with or without regard to the value of the premises or whether the premises are a homestead or time of application for such receiver and without regard to the value of the premises. 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 a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, or Trustee, or receiver, or any other person, may be entitled to collect such rents, issues and profits, and all other powers which may be necessary or proper for the protection, possession, control, management and operation of the premises during the whole or said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment or in part of: (a) The indebtedness secured hereby, or any decree foreclosing this trust deed, or any tax, (b) the deficiency in case of a sale and deficiency, (c) the deficiency in case of any provision hereof which would not be good and available to the party introducing same in an action at law upon the note hereby secured.

20. The proceeds of any foreclosure sale of the premises or of the security hereof, whether or not actually commenced, or the security hereof or not actually commenced, 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 additional to that evidenced by the note, their heirs, legal representatives or assigns, provided; third, all principal and interest remaining unpaid on the note, with, if any, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

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

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