

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 29 1988, between Ottmar Turcsan and

Jeanne Turcsan, 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 5,297.76

Five thousand two hundred and ninety-seven dollars and 76/100 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 NA monthly instalments of principal and interest, with the balance of indebtedness, If not sooner paid, due and payable on NA; or an initial balance stated above and a credit limit of \$ 6,000.00 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:

The south 20 feet of the North 99.33 feet of the east 58.67 feet of the west 116 feet of Lot 1 in Block 29 of part of high ridge, being a subdivision of the southwest 1/4 of the northeast 1/4 of Section 6, township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and also, the east 9.2 feet of the west 82.8 feet of the North 43.5 feet of the south 46 feet of Lot 1 in Block 29 in High Ridge aforesaid, together with the easement described in declaration of easements, including party walls and party-wall rights and covenants dated August 29, 1956 and recorded as document number 16684415 which declaration is incorporated by reference thereof and subject to the easements referred to in said declaration, all in Cook County, Illinois.

Permanent Parcel Number: 14-06-225-020

Commonly known: 1827 W. Norwood, Chicago, IL 60660

88190069 DEPT-01 \$12.00 T#3333 TRAN 7180 05/04/88 16:06:00 \$4945 + C *88-190069 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 may not be assumed without the consent of holder of the note.

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.

Ottmar Turcsan (SEAL) Jeanne Turcsan (SEAL)

This Trust Deed was prepared by Phyllis Mundell, 1920 Thoreau, Schaumburg, IL

STATE OF ILLINOIS, Indiana } SS. I, Phyllis E. Mundell, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ottmar Turcsan and Jeanne Turcsan his wife in joint tenancy

who are, personally known to me to be the same persons 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.

OFFICIAL SEAL PHYLIS E. MUNDALL Notary Public, State of IL My Commission Expires 1-9-89

Given under my hand and Notarial Seal this 29th day April, 19 88

Notarial Seal

Phyllis E. Mundell Notary Public

Handwritten initials: JE

RECORD DATA

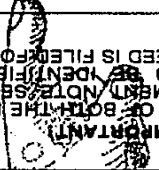
88-190069

MAIL TO: SECURITY PACIFIC 1920 THOREAU DR. #160 (SCHUMBUCK) IL 60173

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

Assistant Secretary Assistant Vice President By Trustee, Identification No.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTED SECURED BY THIS TRUST DEED SHOULD BE FILED FOR RECORD BEFORE THE TRUST DEED IS FILED FOR RECORD.



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or 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 its loan so insured (under policies providing for payment by the insurance company) of money sufficient either to pay the cost of replacing or repairing in the same or to pay in full the indebtedness secured hereby, all holders of the note, such rights to be evidenced by the standard mortgage clause 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 attaches all general taxes, 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 Trustee 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 assessment which Mortgages may desire to contest.
3. 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 its loan so insured (under policies providing for payment by the insurance company) of money sufficient either to pay the cost of replacing or repairing in the same or to pay in full the indebtedness secured hereby, all holders of the note, such rights to be evidenced by the standard mortgage clause 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 full or partial payments of principal or interest on prior Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on any tax or assessments, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim therefor, or redeem from any tax sale encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim therefor, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgage premises and the lien hereon, plus reasonable compensation to Trustee 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 post maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of Mortgages.
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 the best estimate 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, foreclosure, tax lien or claim therefor.
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, become due and payable (a) immediately in the case of default in making payment of any installment or 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 Trustee shall have the right to foreclose the lien hereon, if a suit to foreclose the lien hereon, 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 for Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, notary's fees and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to creditors in any sale which may be had pursuant to such decree the true condition of the title to or 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 immediately due and payable, 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 post maturity rate set forth in the note in connection with (a) any proceeding, including foreclosure, and (b) any proceeding, including foreclosure, whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced, or (d) proceedings for the defense of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (e) proceedings for the defense of any suit for the foreclosure hereof after accrual of such right to foreclose or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to 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 the 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 defense which would not be good and available to the party enforcing 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 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 exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions he may, in the exercise of his own power hereon, commit or incur, or that of his agents or employees or 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 hereon 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, either in full or in part, and that the note, when presented to Trustee for cancellation, shall conform to the description of the note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which represents the genuine note herein described any note which bears an identification number purporting to be placed thereon by the persons designated as makers herein.
14. Trustee may resign 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 or 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 Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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 are named herein, and shall include all such persons and all persons liable for the payment of the indebtedness or any part to whom "notes" when used herein, shall mean "notes" when used herein, and shall include all such persons and all persons liable for the payment of the indebtedness or any part to whom "notes" when used herein, shall mean "notes" when used herein, and shall include all such persons and all persons liable for the payment of the indebtedness or any part to whom "notes" when used herein, shall mean "notes" when used herein.
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 trust 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.

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