

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 28 19 88, between Jean L. Harris, N/K/A

Jean L. Smith, Divorced and remarried to Harold Smith a Delaware corporation referred to as "Mortgagors," and Security Pacific Financial Services, Inc., a 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 \$30,161.69

Thirty Thousand Eight Hundred Sixteen and 69/100 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 24 monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on July 5, 1995; or an initial balance stated above and a credit limit of \$ 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 the city of Dixmoor, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 18, 19 and 20 in Block 200 in Harvey, a subdivision of the North 1/4 of the North West 1/4 of the North East 1/4 of Section 7, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook county, Illinois.

Also Known As: 14336 South Homans Dixmoor, Illinois

Tax I.D. 29-07-202-042, 29-07-202-043, 29-07-202-044

DEPT-01 RECORDING \$12.00
TR222 TRAN 8921 07/01/88 11:57:00
#1166 #B \*-48-290943
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 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 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 and seal of Mortgagors the day and year first above written.

Jean L. Smith (SEAL) Harold Smith (SEAL)
88290943 (SEAL)

This Trust Deed was prepared by T.M. Ruglio 7667 W. 95th St., Hickory Hills, Illinois.

STATE OF ILLINOIS, I, Dale Lippold
County of Cook ss. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jean L. Harris, N/K/A Jean L. Smith, divorced and remarried to Harold Smith

who are personally known to me to be the same person whose names 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 28th day of June, 1988



Dale Lippold Notary Public

RECORD DATA 88290943

88290943

UNOFFICIAL COPY

PLACE IN RECORDERS OFFICE BOX NUMBER

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



Security Pacific  
7667 W 95th  
Suite 100

MAIL TO:

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.

Identification No. \_\_\_\_\_  
By \_\_\_\_\_  
Assistant Secretary / Assistant Vice President  
Trustee

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien or expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request a satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any partial attachments all general 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 be liable to pay.

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 companies of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in accordance with the terms of the policy), and in case of loss or damage, to the extent of the loss or damage, to Trustee or to holders of the note, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default (thereof), Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed, and may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed, and may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed, and may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed.

5. The Trustee or the holders of the note hereby authorized making any payment hereby secured relating to taxes or assessments, may do so according to any law, ordinance or regulation, and may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed, and may, but need not, make any payment or perform any act hereunder required or authorized by the terms of this deed.

6. Mortgages shall pay to Trustee or to holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed hereunder, including any interest or other charges thereon, and shall pay to Trustee or to holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed hereunder, including any interest or other charges thereon, and shall pay to Trustee or to holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed hereunder, including any interest or other charges thereon.

7. When the indebtedness hereby secured shall become due and payable by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any way, and without notice to Mortgages, and shall pay to Trustee or to holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed hereunder, including any interest or other charges thereon, and shall pay to Trustee or to holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed hereunder, including any interest or other charges thereon.

8. The proceeds of any foreclosure sale of the premises, or of any part thereof, 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 sums as are mentioned in the preceding paragraph hereof; second, all sums due and payable by Mortgages to the lender or to any other party entitled to receive the same; third, all principal and interest remaining unpaid on the note, with, if applicable, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this deed, the court in which such bill is filed may appoint a receiver of said premises, and such appointment may be made either before or after the filing of a bill to foreclose this deed, and the receiver so appointed shall have the same powers, authority and jurisdiction as a receiver appointed by the court in which such bill is filed, and shall have the same powers, authority and jurisdiction as a receiver appointed by the court in which such bill is filed, and shall have the same powers, authority and jurisdiction as a receiver appointed by the court in which such bill is filed.

10. No action for the enforcement of the lien or of any part thereof shall be subject to any defense which would not be good and available to the party intervening 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 to exercise any power hereunder 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 indemnification against, or to be before exercising any power hereunder.

13. Trustee shall release this trust deed and the lien hereof 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, requesting that all indebtedness hereby secured be released, which release may be accepted as a representation that the note and which purports to be executed by the person herein designated as maker thereof, and which purports to be executed by the person herein designated as maker thereof, and which purports to be executed by the person herein designated as maker thereof, and which purports to be executed by the person herein designated as maker thereof, and which purports to be executed by the person herein designated as maker thereof.

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, liability 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 to Trustee, and the word "Mortgages" which is used herein shall include all such persons as shall have executed the note of this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" and no note is used.

15. 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.

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

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