

TRUST DEED

UNOFFICIAL COPY 304914

88304914

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 8, 19 88, between

Anna Mae Wellington a Delaware corporation, herein referred to as "Mortgagors," and Security Pacific Financial Services, Inc., 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 \$24999.18

Twenty Four Thousand Nine Hundred Ninety-Nine and 18/100 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 18 monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 7/13/98; or an initial balance stated above and 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 Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Subdivision Lot 10 in McCann's Resubdivision of the South 1/4 of Lot 34 and Lots 35, 38 and 39 in Block 2 in Carr's Resubdivision of Kedzie's Subdivision of the South West 1/4 of the South East 1/4 of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also Known As: 342 W. 55th, Chicago, Illinois

Tax I.D. 20-09-415-004

33011654 RECORD DATA

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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 (herein or hereon 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 and seal of Mortgagors the day and year first above written.

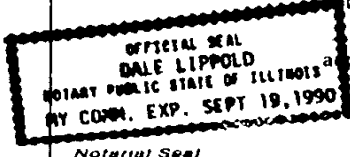
Signature of Anna Mae Wellington (SEAL)
Anna Mae Wellington (SEAL)

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

STATE OF ILLINOIS, I, Dale Lippold, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anna Mae Wellington

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.

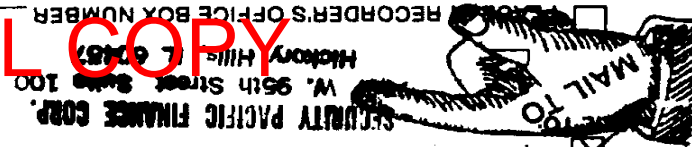
Given under my hand and Notarial Seal this 8th day July, 19 88



Signature of Dale Lippold, Notary Public

Handwritten signature/initials

UNOFFICIAL COPY



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

By Assistant Secretary Assistant Vice President

Identification No. Trustee

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.

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

- Mortgagor shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...
- Mortgagor shall pay before any penalty attaches all general taxes, special taxes, assessments, water charges, sewer service charges and other charges against the premises when due...
- Mortgagor shall keep all buildings and improvements now or hereafter insured against loss or damage by fire...
- In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required...
- 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 bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...
- 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 hereof...
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...
- Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises...
- 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...
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
- 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...
- Trustee 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...

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