

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 1, 1988, between Lawrence Fisher and Georgia V. Fisher, his wife, in joint tenancy, herein referred to as "Mortgagors," and Security Pacific Financial Services, Inc., 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 \$39600.88.

Thirty Nine Thousand Six Hundred and 88/100 ----- 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  monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 8/5/03; 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 Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

Lot 22 (Except the North 8 Feet thereof) and all of Lot 23 and the North 23 feet of Lot 24 All in Block 3 and the West  $\frac{1}{4}$  of the vacated Alley Lying East and Adjoining the aforesaid Property in Calumet Trusts Subdivision Number 3 a Subdivision of part of the North West  $\frac{1}{4}$  North of the Indian Boundary Line of Fractional Section 7, Township 37 North, Range 15, East of the Third Principal Meridian according to the plat thereof Recorded May 12, 1923 as Document 9271973, in Cook County, Illinois.

Also Known As: 9545 S. Yates  
Chicago, Illinois 60617

: DEPT-01 RECORDING  
: T#2222 TRAN 2720 08/03/88 10:28:00  
: \$0000 # B-88-347211 \$12.25  
: COOK COUNTY RECORDER

TAX I.D. 26-07-101-065

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 but on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter 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.

(SEAL)

(SEAL)

Lawrence FisherGeorgia V. FisherLawrence Fisher

(SEAL)

(SEAL)

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

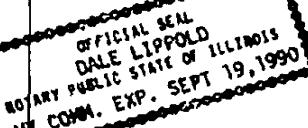
STATE OF ILLINOIS,

County of Cook

{ SS.

I, Dale Lippold,a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence Fisher and Georgia V. Fisher, his wife, in joint tenancywho are personally known to me to be the same person as the whose name is D.L.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 1st day of August, 1988.

Notary Public

Notarial Seal

15120-0187 IL TRUST DEED

## UNOFFICIAL COPY

SECURITY PACIFIC FINANCE CORP.  
867 W. 95th Street Suite 100  
MAY 1971

PLACE IN RECORDER SECTION OF THIS TRUST DEED  
MAY 1971

SECURITY PACIFIC FINANCE CORP.  
867 W. 95th Street Suite 100  
MAY 1971

MATERIAL TO BE FILED IN THE RECORDS OF THE STATE OF CALIFORNIA	
IMPORTANT	
BEFORE THE TRUSTEE OF BOTH THE BOARDWELL AND HARRINGTON INSTRUMENT NOTE SECURED BY THIS TRUST DEED IS FILED FOR RECORD.	
DEALER'S INDEX PURPOSES FOR RECORDERS AND STREETS OF ADDRESS OF ABOVE	
SECURITY PACIFIC FINANCE CORP.	
BY _____ Trustee	
detailed Information No. _____ Trusted	
Assistant Secretary / Assistant Vice President	
By _____ Secretary	

1. Mortgage shall pay Dealer any building or improvements situated on the note in full and in payment of any amounts due him by reason of damage by fire, windstorm, flood, or other causes which may become payable under the note.

2. Mortgagee shall pay Dealer any building or improvements situated on the note in full and in payment of any amounts due him by reason of damage to the note resulting from any ordinary or extraordinary expenses of repairing or replacing real property or equipment situated on the note.

3. Mortgagee shall pay Dealer any amount due him by reason of damage by fire, windstorm, flood, or other causes which may become payable under the note.

4. In case of damage by fire, windstorm, flood, or other causes which may become payable under the note, upon written request of the note holder, mortgagee shall pay Dealer an amount due him in the sum of one and one-half times the reasonable charges for repairing or replacing real property or equipment situated on the note.

5. The trustee of this instrument shall become liable to him for the payment of any amounts due him by reason of damage by fire, windstorm, flood, or other causes which may become payable under the note.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, taxes, insurance, maintenance, rent, and all other expenses incident to the note to the extent of his liability therefor.

7. When the noteholder has been paid in full to the noteholder by acceleration or otherwise, holding out the note to the noteholder shall have the right to recover out of the note the amount of any amounts paid by him to the noteholder before payment of the note.

8. The trustee of this instrument shall become liable to him for the payment of any amounts due him by reason of damage by fire, windstorm, flood, or other causes which may become payable under the note.

9. Upon or at any time after the filing of a bill to foreclose this note, said, the court in which such bill is filed may appoint a receiver of said fund pending trial of the suit, and the receiver shall be entitled to sue on behalf of the noteholder for any amounts due him by reason of damage by fire, windstorm, flood, or other causes which may become payable under the note.

10. No action for the enforcement of any provision of this instrument may be brought except in the name of the noteholder.

11. Trustee has no duty to examine the title, condition or quality of the property or condition of the note or to inquire into the validity of the signature of any party thereto, or to exercise any power or right available to the trustee of this instrument.

12. Trustee has no duty to ascertain the title, condition or quality of the property or condition of the note or to inquire into the validity of the signatures of any party thereto, or to exercise any power or right available to the trustee of this instrument.

13. Trustee shall release this instrument upon presentation of Deed of trust executed by the person whose name is recorded or filed in writing filed in the office of the recorder of Deeds for the purpose of recording the instrument, provided that such instrument shall have been registered as a deed in case of the death of the noteholder or transfer of title in which the instrument shall have been registered.

14. Trustee may resign by furnishing to the noteholder a note purporting to be executed by the persons herein named by whom it was registered.

15. Trustee shall be succeeded in Trust by Successor in Trust appointed by the noteholder and all powers and authority as are given trustee.

16. Seller before releasing this note shall have the right to require all persons to whom it is sold to execute a note in the name of the noteholder, which may be executed on or about the date of sale.

17. Seller may file a copy of the note with the office of the recorder of Deeds of the state or county where it is filed.

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