

TRUST DEED

UNOFFICIAL COPY

89430685

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 11th 19 89, between Rosa R. Aguilar k/n/a Rosa

R. Resendez, Divorced and not since remarried and Yolanda Resendez, 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 \$5500.17

Five Thousand Five Hundred and 17/100 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 instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 09-15-94; 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:

The East 31.36 feet of the West 81.36 feet of lot 1 in block 17 in Crawford's Subdivision of that part of the North West 1/4 of section 27, Township 39 north, range 13, east of the Third Principal Meridian, which lies South of the Chicago Burlington and Quincy Railroad, in Cook County, Illinois.

89430685

Also Known As: 4207 W. 24th Place, Chicago, Il. 60623

tax i.d. 16-27-221-010

DEPT-01 RECORDING 912.25
14222 TRAN 0203 09/13/89 15413:00
14951 S *-29-431435
COOK COUNTY RECORDER

This instrument Filed For Record By RECORD DATA As An Accommodation Only. It Has Not Been Examined As To its Execution Or As To its Effect Upon Title."

SEP 13 1989

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

Rosa R. Aguilar (SEAL) Rosa R. Resendez (SEAL)
Yolanda Resendez (SEAL) 89430685 (SEAL)

This Trust Deed was prepared by S. Haraf, 1910 Highland Avenue, Lombard, Il. 60148

STATE OF ILLINOIS, I, Beatrix C. Conrad, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rosa R. Aguilar k/n/a/ Rosa R. Resendez, Divorced and not since remarried and Yolanda Resendez, in joint tenancy who are personally known to me to be the same person whose name 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.

OFFICIAL SEAL BEATRIX C. CONRAD NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP MAR 16, 1992

Given under my hand and Notarial Seal this 11th day September, 19 89.

Notary Public

122

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

MAIL TO: Security Pacific
1916 H. 54th Ave
20755 101st

By Assistant Secretary Assistant Vice President

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.

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, 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 hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person or persons designated as makers 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, inability or refusal to act of Trustee, then the 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. 15. This Trust Deed and all provisions hereon 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. 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.

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 in recording this trust deed or to exercise any negligent or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given. 11. Trusting same in an action at law upon the note hereby secured.

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 foreclosure sale; (b) the deficiency in case of a sale and deficiency. 9. 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, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. 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, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the protection, possession, control, management and operation of the premises during the whole of said period. The Court may by order or by any decree foreclosing this trust deed, or any tax, 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 foreclosure sale.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other liens which under the terms hereof constitute secured liens; third, all principal and interest, including unpaid interest on the note, on account of all or any part of the mortgage debt; and (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. 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 in any 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 on behalf of Trustee or holders of the note or for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentation and expert witnesses, charges, publication costs and costs (which may be estimated as to terms to be expended after the date of recording all such abstracts of title, title searches and examinations, title insurance policies, for forms, certificates, and similar data and assurances) with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence at such sale which may be had pursuant to such condition of the title or to the value of the premises. All expenditures and expenses of the note or holders of the note shall be deemed to be a condition of the title to and the value of the premises. All expenditures and expenses of the note or holders of the note shall be deemed to be a condition of the title to and the value of the premises. All expenditures and expenses of the note or holders of the note shall be deemed to be a condition of the title to and the value of the premises.

6. Mortgagees 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 or Trustee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in the note or in this Trust Deed, become due and payable (a) immediately in the case of default in the performance of any installment of 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 any installment of principal or interest on the note, or (c) upon sale or transfer of any interest in the premises as allowed by law. 5. The Trustee or 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 or into the validity of any tax, assessment, lien or claim thereon.

4. In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or assessment, or lien or claim thereon, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment, or lien or claim thereon, or otherwise authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holders of the note to protect the mortgaged 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 with notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note secured by this trust deed. If any, otherwise the pre-maturity rate set forth in the note shall govern. 3. Mortgagees shall keep all buildings and improvements insured against loss or damage by fire, lightning or windstorm and shall procure and pay for such insurance, and shall pay for the cost of repairing or replacing or for the benefit of the lender, in companies satisfactory to the holders of the note, under insurance policies payable, in case of 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.

2. Mortgagees shall pay before any generally 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 Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest. 1. Mortgagees 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 not 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 exhibit 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 ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or

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