

UNOFFICIAL COPY

TRUST DEED

0957204

89502042

OCT 23 1989

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made OCTOBER 14, 1989 19, between DONALD J. ROBERTS AND

ARLEANE M. ROBERTS, HIS WIFE AS JOINT TENANTS herein referred to as "Mortgagors," and SECURITY PACIFIC FINANCIAL SERVICES A DELAWARE, ARKANSAS 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 \$54085.83 FIFTY

FOUR THOUSAND EIGHTY FIVE DOLLARS AND 83 CENTS. 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 12 monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on OCTOBER 23, 2004 ; 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 CITY OF TINLEY PARK COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT NUMBER 747 IN BREMEN TOWNE ESTATES UNIT NUMBER 6 PHASE 2 BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; ALSO OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, OF PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, ALL IN TOWNSHIP 24 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

27-24-306-038  
16401 OZARK AVE  
TINLEY PARK ILLINOIS 60477

89-502042

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015

100 N. LaSalle  
CHICAGO, IL 60602  
COOK COUNTY RECORDER

112.20  
3300  
42

LSL/hoec

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 in 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 set forth 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 hands and seal of Mortgagors the day and year first above written.

Donald J. Roberts (SEAL) Arleane M. Roberts (SEAL)  
Donald J. Roberts (SEAL) (SEAL)

This Trust Deed was prepared by DIANE GAVER

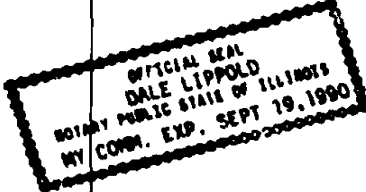
STATE OF ILLINOIS,  
County of COOK

I, DALE LIPPOLD a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DONALD J. ROBERTS AND ARLEANE M. ROBERTS HIS WIFE AS JOINT TENANTS who ARE personally known to me to be the same person S whose name S 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 14th day OCTOBER 19 89

Notarial Seal

Dale Lippold Notary Public



1225

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

MAIL TO:

Handwritten notes and signatures at the top right of the page.

Assistant Secretary/Assistant Vice President

Trustee

FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT NOTED SECURED BY THIS  
TRUST DEED SHALL BE IDENTIFIED BY TRUSTEE  
BEFORE THE TRUST DEED IS FILED FOR RECORD.

1 Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire...  
2 Mortgagee shall pay before any general taxes, and shall pay special taxes, special assessments, water charges, sewer...  
3 Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire...  
4 In case of default of the note, but need not, make any payment or perform any act hereunder required or...  
5 The Trustee of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so...  
6 Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...  
7 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the...  
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...  
9 Upon or at any time after the filing of a bill to foreclose this instrument, the court in which such bill is filed may appoint a receiver of said...  
10 No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the...  
11 Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for...  
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 of the...  
13 Trustee shall execute this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness...  
14 Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been...  
15 This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee...  
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...  
17 Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed...

21-020568