

UNOFFICIAL COPY

TRUST DEED

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NOV 28 1989

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made NOVEMBER 22ND 19 89, between JOHNETTA ROBINSON

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 9069.22

NINE THOUSAND, SIXTY NINE DOLLARS AND 22/100 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 11/28/1995; or an initial balance stated above and a credit limit of \$ N/A under a Revolving Loan Agreement, and any extensions, renewals, modifications, or refinancings thereof.

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 CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 6 AND THE EAST 1/2 OF VACATED ALLEY LYING WEST OF AND ADJACENT THERETO IN BLOCK 4 IN ARTHUR DUNE'S SOUTH SHORE RESUBDIVISION OF PART OF BLOCKS 1, 4, 5, 6, 11 AND 12 OF CALUMET TRUSTS SUBDIVISION NUMBER 3 A SUBDIVISION IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9530 S. YATES ROAD, CHICAGO, IL 60617

PERMANENT PARCEL NUMBER: 26-07-100-015

DEPT-01

11111 TRAN 9774 11/28/89 11:20:00

18631 7 A *-89-566068

COOK COUNTY RECORDER

\$12.25

11:20:00

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COOK COUNTY RECORDER

32050257

TRW REAL ESTATE LOAN SERVICES SUITE #1015 100 N. LaSALLE CHICAGO, IL 60602

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 and 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.

Signature of Johnetta Robinson [SEAL] JOHNETTA ROBINSON [SEAL]

This Trust Deed was prepared by CMR 1910 6, HIGHLAND AVE SUITE 300, LOMBARD, IL 60148

STATE OF ILLINOIS,

County of DUPAGE

SS.

I, BEATRIX C. CONRAD, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOHNETTA ROBINSON

who IS personally known to me to be the same person whose name 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 voluntarily 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 22ND day NOVEMBER, 19 89

Notarial Seal

Signature of Notary Public

Handwritten signature: B. Mail

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

BY Assistant Secretary Assistant Vice President
Trustee

Identification No.

1. Mortgages shall pay before any penalty 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 Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

2. Mortgages shall keep all buildings and improvements now or hereafter 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 the loan so insured) under policies providing for payment by an insurance company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in complete satisfaction to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clauses to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

3. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, all affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein 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 mortgage premises and the lien hereof, 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 without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note.

4. 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 a 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, sale, forfeiture, tax lien or claim thereof.

5. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary, become due and payable (a) immediately in the case of default in making payment 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 the Mortgages herein contained, or (c) upon the occurrence of any event which shall constitute a default under the terms hereof.

6. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses of the holder of the note or Trustee, including attorney's fees, and any other monies advanced by the holder of the note or Trustee, which may be paid or incurred by or on behalf of Trustee or holders of the note or for attorney's fees, Trustee's fees, appraisers' fees, surveys, outlays for documentation and expert evidence, stampage charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assays with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence a bid, at any 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 holder of the note or Trustee shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the pre-maturity rate set forth in the note, which shall be a lien in connection with this trust deed, including any proceeds and bankruptcy proceedings, to which there shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or (d) preparatory to or for the commencement of any suit for the foreclosure hereof which might affect the premises or the security hereof, whether or not actually commenced.

7. 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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with court, any overplus to Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

8. 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 validity of Mortgages or at the time of application for such receiver and without regard to the value of the premises or whether the same shall be 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 or a decree of redemption, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages accept for the intervention of such receiver, who shall be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the protection of the premises, possession, control, management and operation of the premises during the whole of said period. The court in which the bill is filed may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereon, 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 action; (b) The deficiency in case of a sale and deficiency.

9. 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 party interposing same in an action at law upon the note hereby secured.

10. 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.

11. 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 hereunder, except in cases of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may release indemnities satisfactory to it before exercising any power herein given.

12. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereon has been paid, either before or after maturity thereof, and that a release is requested of a successor trustee, such successor trustee may accept as representation Trustee may accept as true without inquiry, which is requested 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 herein designated as maker thereof. It may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the person herein designated as maker thereof. The Trustee may, in its discretion, 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 herein designated as maker thereof. It may accept as the genuine note herein described any note which bears an identification number or other distinguishing mark or which is requested 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 herein designated as maker thereof.

13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds and authority shall have the identical title, powers and authority as are herein given Trustee, and the word "Mortgages" 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" and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" 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. Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the note is recorded. 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 Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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