

89269112

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JUNE 12th 19 89, between BESSIE L. CHAVERS, PVIOUSLY

KNOWN AS BESSIE L. HAWKINS, AND ALVIN CHAVERS, HER SPOUSE IN JOINT TENANCY herein referred to as "Mortgagors," and SECURITY PACIFIC FINANCIAL SERVICES, INC. A DEL 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 \$ 37,600.79

THIRTY SEVEN THOUSAND SIX HUNDRED AND .79/100 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 06-16-04; or  an initial balance stated above and a credit limit of \$ NA 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 55 IN MANDELL'S SUBDIVISION OF LOTS 14 TO 19 BOTH INCLUSIVE IN SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4915 W CONGRESS RD CHICAGO, IL.

PERMANENT TAX ID NUMBER: 16-16-221-014

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DEPT-01 RECORDING \$12.25  
T62222 TRAN 0973 06/14/89 11:41:00  
#2246 # E \*--89-269112  
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 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 of and seal of of Mortgagors the day and year first above written.

Bessie L. Chavers (SEAL) Bessie L. Hawkins (SEAL)  
BESSIE L. CHAVERS BESSIE L. HAWKINS  
Alvin Chavers (SEAL) (SEAL)

This Trust Deed was prepared by LENORA ADAMS 19 S. LASALLE ST. 605 CHICAGO, IL. 60603

STATE OF ILLINOIS, }  
County of COOK } ss. I, LENORA ADAMS  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT BESSIE L. CHAVERS, PREVIOUSLY KNOWN AS BESSIE L. HAWKINS, AND ALVIN CHAVERS, HER SPOUSE IN JOINT TENANCY. who SE personally known to me to be the same person S whose name H 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  
LENORA ADAMS  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR 20, 1992  
Notarial Seal

Given under my hand and Notarial Seal this 12th day JUNE 19 89.  
Lenora Adams Notary Public

FOR RECORDERS ADDRESS OF ABOVE  
INVEST STREET ADDRESS HERE

Security Pacific  
19 S. KASABE STE 605  
Chicago, IL 60603

MAIL TO:

Assistant Secretary Assistant Vice President

By

IMPORTANT!  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT NOTE SECURED BY TRUSTEE  
BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No.

10. 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.

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 that purpose.

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, not be liable for any act or omission under, except in case of its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may be relieved of its liability by recording this trust deed in the public records.

13. Trustee shall release this trust deed and the lien thereby 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 hereof 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 predecessor trustee or trustee or which conforms in substance with the description herein contained and which purports to be executed by the person therein designated as the maker thereof, and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, 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.

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, liability or refusal to act of Trustee, the then 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, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used in this instrument shall be construed to mean "trustee" when more than one trustee is used.

15. This trust deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used in this instrument shall be construed to mean "trustee" when more than one trustee 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.

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

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