

89347131

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JULY 27TH 19 89, between ROBERT H. LANGE AND THERESA R.

LANGE HIS WIFE, IN JOINT TENANCY herein referred to as "Mortgagors," and SECURITY PACIFIC FINANCIAL SERVICES, INC corporation, herein referred to as TRUSTEE, witnesseth:

*R.H. Lange*  
~~XXXXXXXXXX~~

THAT, WHEREAS the Mortgagors are jointly 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 \$13267.79

THIRTEEN THOUSAND TWO HUNDRED SIXTY SEVEN DOLLARS AND SEVENTY NINE 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 K monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on AUGUST 1ST 1999 ; 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:

SEE ATTACHED LEGAL

89347131

THE SOUTH 1/3 OF LOT 2B IN BLOCK D IN 3RD ADDITION TO FREDERICK H. BARTLETT'S 3RD STREET INDUSTRIAL DISTRICT BEING A RESUBDIVISION OF BLOCK 5 AND THE WEST 1/2 OF BLOCKS 3 AND B IN HALL'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3203953-9  
TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE  
CHICAGO, IL 60602  
JUL 28 1989

COMMONLY KNOWN AS: 6121 S. NAGLE, CHICAGO, IL 60638

TAX ID NO 19-18-421-035

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

*Robert H. Lange* (SEAL) *Theresa R. Lange* (SEAL)  
ROBERT H. LANGE THERESA R. LANGE  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

This Trust Deed was prepared by C. BANKS, 1910 HIGHLAND LOMBARD, IL 60148

STATE OF ILLINOIS, } I, JEAN M. GERNER  
County of COOK } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERT H. LANGE AND THERESA R. LANGE HIS WIFE, IN JOINT TENANCY

who ARE personally known to me to be the same person as whose name

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 27TH day of JULY, 19 89.

*Jean M. Gerner* Notary Public

Notarial Seal

*137 Mad*

16120-0187

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:

Sec. Pric  
1910 S 145th Ave  
Lombard, Ill

FOR RECORDER'S INDEX PURPOSES  
STREET ADDRESS OF ABOVE  
OR CHECKED PROPERTY HERE

Assistant Secretary / Assistant Vice President

By

Trustee

Identification No

IMPORTANT  
FOR THE PROTECTION OF BOTH THE BORROWER AND  
LENDER THE INSTRUMENT NOTE SECURED BY THIS  
TRUST DEED SHOULD BE FILED FOR RECORD  
BEFORE THE TRUST DEED IS FILED FOR RECORD

1 Mortgagee shall at promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, be well as said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly authorized to be set off against the premises 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 or charge on the premises as required by law or municipal ordinances with respect to the premises and the use thereof. (i) make no material alterations in said premises except as required by law or municipal ordinance.

2 Mortgagee shall pay before any general attachers all general 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 or duplicate receipts therefor. To prevent default hereupon Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3 Mortgagee shall keep all buildings and improvements now or hereafter situated 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 its loan so insured) under policies providing for payment by the insurance company of money, and either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in comparison satisfactory to the holder 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 exercised 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.

4 In case of default hereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagee in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure 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 money advanced by Trustee or the holders of the note to protect the mortgaged 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 shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee.

5 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 any 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 title or claim thereof.

6 Mortgagee may, but need not, make any payment or perform any act hereunder required of Mortgagee, and without notice to Trustee, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment or 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 Mortgagee herein contained, or (c) upon sale or transfer of any interest in the premises as allowed by law.

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 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, which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, for all other expenses, and a part of the cost of procuring all such abstracts of title, title searches and examinations, title insurance policies, certificates, and similar data and assurance, with respect to title as Trustee or holders of the note may deem it necessary either to procure such suit or to evidence to produce any sale hereunder, and all other expenses and costs 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 shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagee, to which either a) preparation, or (b) preparation, or (c) preparation, for the commencement of any suit for the foreclosure hereof, after accrual of such right to foreclose whether or not actually commenced, or (d) preparation, or (e) preparation, for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8 The proceeds of any foreclosure sale of the premises, and 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 as their rights may appear.

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 objection, and without regard to whether the same shall be then occupied as a homestead or for any other purpose, and the 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee or a receiver of such receiver, would be entitled to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee or a receiver of such receiver, would be entitled to collect the rents, issues and profits of said premises. Such appointment may be made either before or after sale, without notice, without objection, and without regard to whether the same shall be then occupied as a homestead or for any other purpose, and the 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee or a receiver of such receiver, would be entitled to collect the rents, issues and profits of said premises. Such appointment may be made either before or after sale, without notice, without objection, and without regard to whether the same shall be then occupied as a homestead or for any other purpose, and the 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 deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee or a receiver of such receiver, would be entitled to collect the rents, issues and profits of said premises.

10 No action for the enforcement of the lien or of any provision hereof shall be subject to an defense which would not be good and available to the party enforcing same in an action at law upon the note hereby secured.

11 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.

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 and expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

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 by a successor Trustee, such successor Trustee may accept as true the representation that the genuine note herein described bears an identification number purporting to be placed thereon by a predecessor Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the person designated as 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 designated as maker thereof.

14 Trustee may assign by instrument in writing held 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, 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 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.

15 Before releasing this trust deed Trustee or successor Trustee 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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