

## TRUST DEED (ILLINOIS)

UNOFFICIAL COPY

(Monthly payments including interest)

89382102

The Above Space For Recorder's Use Only

THIS INDENTURE, made August 15, 1989, between Helen Lee, Divorced and not Remarried herein referred to as "Mortgagors," and Robert L. Soltis

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date herewith, executed by Mortgagors, made payable to

Fidelity Financial Services, Inc.

9944 S. Roberts Rd., Palos Hills, IL 60465

and delivered, in and by which note Mortgagors promise to pay the principal sum of Six Thousand One Hundred Fifty-nine & 02/100 (6159.02) Dollars, and interest from

on the balance of principal remaining from time to time unpaid at the rate as provided in note of even date, such principal sum and interest to be payable in installments as follows: One Hundred Sixty-six & 46/100 (166.46) Dollars

on the 21st day of September, 1989, and One Hundred Sixty-six & 46/100 (166.46) Dollars

on the 21st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 21st day of September, 1992; XXXXXX in accordance with the terms and conditions contained in this note, the portion of each of said installments due on the principal to become due on the date when such note becomes due and payable may be prepaid, at the rate as provided in note of even date, and all such payments being made payable to Bearer of Note or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all rights thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and 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, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his 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

COUNTY OF

Cook

AND STATE OF ILLINOIS, to wit:

Lot 33 in Block 16 in Englefield, Being a Subdivision in  
The Southeast 1/4 of Section 30, Township 38 North,  
Range 14, East of the Third Principal Meridian In Cook  
County, Illinois. P.I.N. # 90-30-47-008

**TW 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, 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 rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or article now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his 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 Mortgagors do hereby expressly release and waive.

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 hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written:

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

Helen Lee

(Seal)

(Seal)

DEPT-91

\$12.25

T#1111 TRAN 3700 08/16/87 16.27.00

(Seal)

#1525 # A 4-89-382602

COOK COUNTY F. ORDER

State of Illinois, County of Cook

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Helen Lee, Divorced and not remarried

personally known to me to be the same person, whose name is Helen Lee, 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 voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 15th day of August, 1993.

15th

day of

Karen Glassco

19. 89

Notary Public

This instrument was prepared by

Karen Glassco, 9944 S. Roberts Rd., Palos Hills, IL 60465  
(NAME AND ADDRESS)

ADDRESS OF PROPERTY:

7623 S. Hermitage

Chicago, IL 60620

THE ABOVE ADDRESS IS FOR STATISTICAL

PURPOSES ONLY AND IS NOT A PART OF THIS

TRUST DEED

SEND SUBSEQUENT TAX BILLS TO:

Helen Lee

7623 S. Hermitage

(Name)

Chicago, IL 60620

(Address)

OR

RECORDER'S OFFICE BOX NO.

DOCUMENT NUMBER  
**89382102**

AUG 15 1989

# UNOFFICIAL COPY

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, BE IT KNOWN THAT THIS TRUST DEED IS DRAFTED FOR RECORDS ONLY.

The instrument Note mentioned in the within Trust Deed has been

## IMPOSTANT

1. Mortgagors shall pay before any general taxes, and shall pay special taxes, specific assessments, water charges, and other charges, including taxes on realty, to the trustee for the payment of amounts due and payable under this note.

2. Mortgagors shall pay before any general taxes, and shall pay special taxes, specific assessments, water charges, and other charges, including taxes on realty, to the trustee for the payment of amounts due and payable under this note.

3. Mortgagors shall keep all buildings and improvements which become damaged by fire or other causes, and repair, without charge, any part thereof, whether or not such persons shall have succeeded the trustee to receive compensation for all damages so sustained.

4. In case of default hereon, trustee shall deduct from the amount due and payable under this note the cost of repairing damage to the property described in the note, but need not make any payment of amounts due and payable under this note.

5. The trustee may deduct from the amount due and payable under this note the cost of repairing damage to the property described in the note, but need not make any payment of amounts due and payable under this note.

6. Mortgagors shall pay before any general taxes, and shall pay special taxes, specific assessments, water charges, and other charges, including taxes on realty, to the trustee for the payment of amounts due and payable under this note.

7. When the trustee has received payment of any bill, account or estimate of any tax, assessment, fees, costs, attorney's fees, or expenses, he may deduct from the amount due and payable under this note the amount so received.

8. The trustee may deduct from the amount due and payable under this note the amount so received.

9. Upon or at any time after the filing of a complaint to foreclose, the trustee shall deduct from the amount due and payable under this note the amount so received.

10. No action for garnishment shall be filed, unless specifically authorized by the trustee, to collect any amount due and payable under this note.

11. The trustee of the holder of this note shall have the right to inspect the premises in law action to law upon the note hereby secured.

12. The trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall this trustee be obligated to record this trust deed or to examine the title, location, existence, or condition of the premises except in case of his power to whom belongs any power herein recited.

13. The trustee of the holder of this note may exercise his power to whom belongs any power herein recited.

14. The trustee may resign by proper instrument in writing filed in the office of the recorder of titles in which the instrument shall have

been recorded or filed, in case of death, resignation, inability or refusal to act of the trustee, the trustee may resign by proper instrument in writing filed in the office of the recorder of titles in which the instrument shall have

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