

89397974

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 23 19 89, between Joseph F Kohler and Linda S

Kohler his wife in Joint tenancy herein referred to as "Mortgagors," and Security Pacific Financial Services Inc, an Illinois 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 \$10539.57

Ten Thousand Five hundred and Thirty nine Dollars and 57/100 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 August 28th 1999; or an initial balance stated above and a credit limit of \$ N/a 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 Illinois, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

In Block 4

Lots 35 and 36 in Frederick H Bartlett's Third addition to Greater 79th Street Subdivision Being a Subdivision of the South East 1/4 of the North west 1/4 of the Southeast 1/4 and the East 1/2 of the South West 1/4 of the south east 1/4 of section 28 Township 38 North of Range 13, East of the Third Principal Meridian in Cook County Illinois

Commonly Known as 7711 S Lawler Burbank, IL 60459

32040568 TRW REAL ESTATE LOAN SERVICES SUITE #1015 100 N. LaSALLE CHICAGO, IL 60602

Tax Id No 19-28-411-041

AUG 25 1989 RECORDING \$12.25 TRAN 8570 08/25/89 10:20:00 #0712 + B *-39-397974 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 and seal of Mortgagors the day and year first above written.

Signatures of Joseph F Kohler and Linda S Kohler with seals.

This Trust Deed was prepared by

STATE OF ILLINOIS, County of Cook, Audrey A Childers a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph F Kohler and Linda Kohler A/K/A Linda S Kohler his wife in Joint Tenancy

who 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 signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL Given under my hand and Notarial Seal this day, 19 Notary Public STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS

Signature of Audrey A Childers, Notary Public.

Handwritten signature/initials.

FOR RECORDERS INDEX PURPOSES
PLEASE SET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

MAIL TO:
Security Pacific
1910 S. H. Street
Los Angeles, Calif.

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD.	By _____ Assistant Secretary Assistant Vice President
Identification No. _____ Trustee	

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises having against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by fire, insurance companies satisfactory 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.

2. Mortgages shall pay before any general taxes, 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 or 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.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises having against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have its loan insured under policies providing for payment by fire, insurance companies satisfactory 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.

4. 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 or authorized in any form and manner deemed expedient and proper, but need not, make full or partial payments or interest or principal on or after the date of default hereunder, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redemption from any tax sale or foreclosure affecting said premises or contract 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 moneys 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 this trust deed, if any, otherwise the post maturity rate set forth in the instrument of Trustee or holders of the note shall never be considered as a waiver or any right accruing to them on account of any default hereunder on the part of Mortgages.

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 law, regulation or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the ability of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

6. 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 holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, (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 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 attorney's fees, Trustee's fees, appraisers' fees, outlays for documents, and expert evidence, stenographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree, including all such disbursements and examinations, like insurance policies, forms, certificates, and similar matters, with respect to the note, and in addition to such decrees the true condition of the title to or the value of the premises, all expenditures and expenses of the holder of the note in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon, to the post maturity rate set forth in this trust deed, if any, otherwise the post maturity rate set forth in the instrument of Trustee or holders of the note shall never be considered as a waiver or any right accruing to them on account of any default hereunder on the part of Mortgages.

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 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, to any and all parties named as herein provided; third, all principal and interest remaining unpaid on the note, to any and all parties named as herein provided; and fourth, to the holders of the note, in the order of their priority as stated in the instrument of Trustee or holders of the note.

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 shall appoint a receiver of said premises. Such appointment may be made either before or after sale, with full power, without notice, to the court in which such bill is filed to appoint a receiver of said premises. The receiver shall have power to collect the interest, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, or a receiver appointed by the court, or any other person, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or convenient in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income in his hands in other than in whole or in part of: (a) The indebtedness secured hereunder, 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; or (b) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to 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 in his hands in other than in whole or in part of: (a) The indebtedness secured hereunder, 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; or (b) the deficiency in case of a sale and deficiency to the lien hereof or of such decree, provided such application is made prior to foreclosure.

10. 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 imposing 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 act in 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, or in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may, before exercising any power herein given, require a satisfactory 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 of the note, produce and exhibit to Trustee the note, requesting that all indebtedness hereby secured be released, which release may accept as the genuine note herein described any note which bears an identification number reporting to be placed thereon by a successor trustee, such successor trustee may accept as the contents in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof. Trustee may assign 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, 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 hereunder and shall have the identical title, powers and authority as are herein given Trustee.

13. Trustee may assign 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, 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 hereunder and shall have the identical title, powers and authority as are herein given Trustee.

14. Trustee may assign 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, 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 hereunder and shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under it 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. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note 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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