

FCO 3185

TRUST DEED

UNOFFICIAL COPY

90301082

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made JUNE 22ND 19 90, between WILLIAM D. HAAG AND MARY E. HAAG

MARY E. HAAG, HIS WIFE, IN JOINT TENANTS 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 10300.00

TEN THOUSAND THREE HUNDRED AND 00/100***** 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 [X] monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 6-27-97; 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 HOFFMAN ESTATES, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 300 IN CASTLEWOOD UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF HOWIE IN THE HILLS UNIT 1 AND HOWIE IN THE HILLS UNIT 2 IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JULY 15, 1987 AS DOCUMENT NUMBER 87-391306, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL : 02-19-142-019

DEPT-01 RECORDING \$13.00
T#3333 TRAN 06/25/90 09:38:00
#3495 # 1 *-90-301082
COOK COUNTY RECORDER

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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 in 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 S and seal S of Mortgagors the day and year first above written.

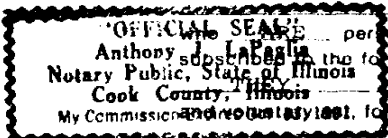
Signatures of William D. Haag and Mary E. Haag with seals and initials WDA and MEH.

This Trust Deed was prepared by D. KENNELLY, 1910 S. HIGHLAND AVE., LOMBARD, IL. 60148

STATE OF ILLINOIS,

County of COOK

ANTHONY J. LAPAGLIA, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT WILLIAM D. HAAG AND MARY E. HAAG, HIS WIFE, IN JOINT TENANTS



personally known to me to be the same person S whose name S Anthony J. Lapaglia the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument as THIER free to the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22ND day JUNE, 19 90.

Notarial Seal

Signature of Anthony J. Lapaglia, Notary Public

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

<p>IMPORTANT!</p> <p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE FILED FOR RECORD BEFORE THE TRUST DEED IS FILED FOR RECORD</p>	<p>By: _____ Assistant Secretary / Assistant Vice President</p>
<p>Identification No. _____</p>	<p>Taxpayer _____</p>

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

1. Mortgages shall be promptly repaired, restored or replaced, or the premises now or hereafter on said premises insured against loss or damage by fire, lightning, windstorm and flood damage. Where the lender is required by law to have its loan insured, the lender shall cause to be insured against loss or damage by fire, lightning, windstorm and flood damage. The cost of such insurance shall be paid by the mortgagor. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

2. Mortgages shall be paid before any penalty, taxes and special assessments, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

3. Mortgages shall be paid before any penalty, taxes and special assessments, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

4. In case of default hereunder, trustee or the holder of the note may, but need not make full or partial payments of principal or interest on the part of the mortgagor. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

5. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

6. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

7. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

8. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

9. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

10. The trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so in whole or in part on account of the mortgagor's failure to pay such taxes or assessments when due, and shall have the right to set off and apply such payments to the payment of any taxes or assessments, and to the payment of any interest on the note, and to the payment of any other charges against the premises. The mortgagor shall be responsible for the maintenance of the premises and the payment of taxes, 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 to holders of the note, the manner provided by statute, any tax or assessment which the mortgagor may desire to contest.

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