

C67570712/2071
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made SEPTEMBER 20TH 19 91, between ALBERT KING AND PEGGY **WIDOWED AND NOT SINCE REMARRIED**

PRIMUS, DIVORCED AND NOT SINCE REMARRIED, AS 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 84025.00

RIGHTY FOUR THOUSAND TWENTY FIVE 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 monthly instalments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 9-25-1996; 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 EVANSTON COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

THE EAST 10 FEET OF LOT 20 AND ALL OF LOT 21 IN BLOCK 5 IN MCNEILL'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-208-024

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

Albert King (SEAL) Peggy A. Primus (SEAL)
ALBERT KING PEGGY PRIMUS
(SEAL) (SEAL)

This Trust Deed was prepared by L. PAWLOWSKI 1910 S HIGHLAND AVENUE, LOMBARD, IL 60148

STATE OF ILLINOIS, }
County of _____ } SS. I, THE UNDERSIGNED
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALBERT KING AND PEGGY PRIMUS, DIVORCED AND NOT SINCE WIDOWED AND NOT SINCE REMARRIED **REARRIED, AS JOINT TENANTS**
who ARE personally known to me to be the same person S whose name S
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" under my hand and Notarial Seal this 20TH day SEPTEMBER, 19 91.
Catherine M. Reibenaue Notary Public
Notary Seal Notary Public, State of Illinois
My Commission Expires 9/15/93

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

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed... 2. Mortgagors shall pay before any penalty attaches all general taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due... 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default, Trustee or holder of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient... 5. The Trustee or holder of the note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate... 6. Mortgagors shall pay each item of indebtedness hereinafter mentioned, both principal and interest, when due according to the terms hereof... 7. When the indebtedness hereof is secured by a mortgage, a lien or other interest in real property, the Trustee or holder of the note shall have the right to foreclose the lien hereof... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 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... 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 interposing same in an action at law upon the note hereby secured... 11. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signature or the identity, capacity or authority of the signatory on the note or trust deed... 12. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid... 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... 14. This trust deed and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors... 15. The Trustee shall be entitled to reasonable compensation for its services for its services as determined by the rate schedule in effect when the release deed is issued... 16. Before releasing this trust deed, the Trustee shall be satisfied that the provisions of this trust deed have been fully complied with.

FOR THE PROTECTION OF THE MORTGAGOR AND LENDER THE INSTRUMENT NOTE SIGNED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD

By Assistant Secretary (Assistant Vice President) Trustee, Identification No.

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

MAIL TO:

UNOFFICIAL COPY

ELMSTON, IL 60501

1410 S. Ashland Ave. #305
Chicago, Ill. 60607
Security Pacific Trust Co. #305

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