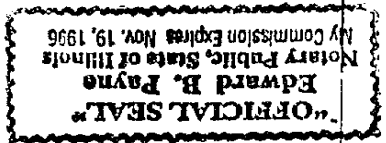


UNOFFICIAL COPY

Notarial Seal



Given under my hand and Notarial Seal this 26th day of MARCH 1993... voluntary act, for the uses and purposes therein set forth...

who personally known to me to be the same person... EDNA V. VAN DOVER, WIDOWED AND NOT SINCE REMARRIED...

THE UNDERSIGNED... EDNA V. VAN DOVER...

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

THIS TRUST DEED MAY NOT BE ASSUMED WITHOUT THE WRITTEN CONSENT OF THE LEGAL HOLDERS OF THE NOTE THAT THIS TRUST DEED SECURES...

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns forever...

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances the premises... which, with the property hereinafter described, is referred to herein as the "premises"...

COMMONLY KNOWN AS: 16806 S. DELA AVE. TOWNSHIP PAR. IL 60477.

TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.1.N. 27-25-209-006.

DEPT-01 RECORDINGS... COOK COUNTY RECORDER...

120 PAYMENTS OF \$50.24... APRIL 1993... APRIL 1993...

Holders of the Note evidenced by one certain Promissory Note of the Mortgagors... EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED...

THIS TRUST DEED, made MARCH 26 19 93 between EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED...

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

EDNA V. VAN DOVER, A WIDOW AND NOT SINCE REMARRIED... COOK

TRUST DEED This instrument was prepared by EQUITY TITLE CO. 2 E. 22ND STREET SUITE 208 ICARD IL 60148

Equity Title 415 N. LaSalle / Suite 402 Chicago, IL 60610 EC 135P59

93231461

THE ABOVE SPACE FOR RECORDER'S USE ONLY

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1. Mortgagors shall (a) promptly repair, replace or rebuild any building or improvement on the premises which may become damaged or be destroyed; (b) keep and premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien; (c) promptly and adequately to the best interest of the beneficiary of any debentures which may be secured by a lien or charge on the premises... (d) make no material alterations or additions to the premises or to any building thereon or to any improvement thereon without the written consent of the Trustee...

2. Mortgagors shall pay before any priority claim all general taxes and all property taxes assessed against the premises, water, gas, sewer, electric, telephone, and other charges on the premises... (b) shall pay in full under the mortgage the amount of the principal and interest due and payable without notice and with interest thereon at a rate equivalent to the past maturity rate set forth in the note...

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm... (b) shall pay in full the cost of replacement or repair of any building or improvement damaged or destroyed by fire, lightning or windstorm... (c) shall deliver all policies, including additional and renewal policies, to the holder 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 thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on principal or interest, and may, but need not, discharge, compromise or satisfy any tax lien or other lien or claim thereon, or defend from any tax suit or forfeiture action and premium or collect 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 hereon, plus reasonable compensation to Trustee for each matter concerning which a lien 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 past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein. Election of Trustee or holders of the note shall never be considered as a waiver of any right accrued to them on account of any default hereunder on the part of Mortgagors.

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 bill 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 thereon.

6. Mortgagors 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 Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in the Trust Deed to the contrary, become due and payable (a) immediately in the event of default in making payment of any installment of principal or interest on the note or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagors hereunder, including default by the Mortgagors in causing or permitting the principal balance of any superior lien to increase above the principal face amount at the time of the making of this Trust Deed.

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 hereon and 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, appraiser's fees, costs for advertisements and expenses of publication, advertising, publication cost, and costs (which may be estimated as to amount to be expended) for the survey and the survey of program, all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar title and assurance with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such sale or to evidence to holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the property. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the promaturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with any proceeding in enforcing the lien hereon and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure, forced sale or liquidation of such right to foreclose whether or not actually commenced, or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereon, whether or not actually commenced.

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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overage to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the time 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, with or without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and with or without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such 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 a deficiency, during the full statutory period of collection, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other profits which may be necessary or available in such case for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, 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; (b) the deficiency in case of a sale and deficiency.

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 assuming 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 of the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof, nor be liable for any omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and in no event indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof 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 submit 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 of an assignor trustee, such an assignor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the capital 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 persons herein designated as makers thereof.

14. Trustee may resign 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 legal holder of this Trust Deed and the note or notes herein described may, by an instrument in writing, executed and recorded a conveyance to law, appoint any person who is a citizen and resident of the State of Illinois, to serve as Trustee in his place and stead, who shall thereupon for the purposes of advertisement and sale proceed by Trustee's title to all real estate and the lien hereof created or to keep the same. In the alternative, the then Recorder or Deeds of the County in which the premises are situated shall be trustee for in Trust. Any trustee or in Trust hereunder 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 Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 or 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 closing 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 action or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.



MAIL TO: FIVE AVOO FINANCIAL SERVICES, INC. 18405 S. HALSTED, GLENWOOD, IL 60425 PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES INSERT FULL ADDRESS OF ABOVE IN CLERK'S OFFICE RETURN TO 18405 S. AVOO TITNEY PARK, IL 60477

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will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. **Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender agrees, the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Richard L. Hord (SEAL)
Borrower

RICHARD L. HORD
Ann M. Hord (SEAL)
Borrower

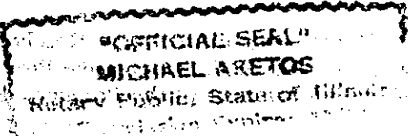
ANN M. HORD
STATE OF Illinois Cook County ss:

I, the undersigned a Notary Public in and for said County and State, do hereby certify that Richard L. and Ann M. Hord, personally known to me to be the same person(s) whose name(s) she subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument on this free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24TH day of MARCH, 1993.

Michael Aretos
Notary Public

My Commission Expires: 9/24



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Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recording hereof.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Transfer of the Property or a Beneficial Interest in Borrower, Assumption.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. **Assignment of Rents; Appointment of Receiver, Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property and at any time prior to judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to received fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

18. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits