UNOFFICIAL C 39 70031 80 002 Page 1 of 2 2000-08-10 14:33:00

Cook County Recorder

TRUST DEED THIS INDENTURE, made July 18
2000 between Darry Johnson

herein referred to as "Grantors" and G.P. O'Connor of Tinley Park, Illinois, herein referred to as "Trustee,"

COOK COUNTY RECORDER FUGENE "GENE" MOORE

witnesseth: THAT, WHER	EAS the Grantor have
promised to pay to G.P.O'C	Connor, herein referred to as BRIDGEVIEW OFFICE
"Beneficiary" the legal hold	der of the Loan Agreement
hereinafter described, the si	um of B 8156,64
_	
Dollars (\$5750.64), ev	idenced by one certain Loan Agreement of the Grantors of even date herewith,
made pavable to the Benefi	ciary, and delivered, in and by which said Loan Agreement the Grantors
promise to pay the 221 sum	18/56/64 in 48
at \$ 1/9 9 3 follow 25 10	2 47 at \$ 169.93, with the first installment beginning on
at \$ <u>107.7 5</u> , 10110We by	at 3 169.75, with the first installment beginning on
<u>Jep7. / Jobo</u> and /	ie remaining installments continuing on the same day of each month thereafter
until fully paid. All of said	payments being made payable at TINLEY PARK, ILLINOIS, or at such place
as the Beneficary or other h	older may, from time to time, in writing appoint. The principal amount of the
Loan Agreement is \$ \frac{8/56}{2}	The Loan Agreement has a Last Payment Date of
NOW, THEREFORE, the C	Frantors to secure the payment of the said obligation in accordance with the
terms, provisions and limita	tions of this Trust reed, and the performance of the convenants and
agreements herein contained	d, by the Grantors to be performed, and also in consideration of the sum of One
Dollar in hand paid, the rece	eipt whereof is hereby acknowledged, do by
these presents CONVEY an	d WARRANT unto the Tristee, its successors and assigns, the following
described Real Estate and al	Il of their estate, right, title and interest therein, situate, lying and being in the
City of Change COUNTY	OF Coast AND STATE OF HANDES.
COUNTY COUNTY	OF Cook AND STATE OF ILLINOIS, to wit:
Lot 3 in Harry Maye	rs second addition to west. Arburn a subdivision of block 26 in the
	executor of William B Ogden of the southeast $1/4$ (except the north 99
	ction 29 township 38 north range 14 east of the third principal
	unty II. pin # 2029425018 cka 7806 S. Aberdeen Chicago il 60620
	ν.
which, with the property her	reinafter described, is referred to herein as the "premises" FOGETHER with
improvements and fixtures n	now attached together with easments, rights, priviledges, interests, rents, and
profits	o matteria, rena, militaria, mili
TO HAVE AND TO HOLD	the premises unto the said TRUSTEE, its successors and assig 1s, fc ever, for
the purpose, and upon the us	ses and trusts herein set forth, free from all rights and benefits under and by
virtue of the Homestead Eve	emptions Laws of the State of Illinois, which said rights and benefits the
Grantors do hereby expressly	riphons Laws of the State of Hillions, which said rights and benefits the
This Trust Dood consists of the	y release and waive
(the manner of the Collins	wo pages. The covenants, conditions and provisions appearing on page 2
the reverse side of this trust	t deed) are incorporated herein by reference and are part hereof and shall be
binding on the Grantors, then	r heits, successors and assigns.
WITNESS the band(s) and so	eal(s) of Grantors the day and year first above written.
Y Cores 48	(SEAL)(SEAL)
- Ly plus	(SEAL)
STATE OF ILLINOIS,	I, MARTIN ALEBLAN Ca Notary public in and for and
SS.	residing in said County, in the state aforesaid, DO HEREBY CERTIFY
County of COOK	Darryl Johnson
Given under my hand and	whois personally known to me to be the same person
notarial Seal this 187里	whose name subscribed to the foregoing instrument as he
day of July A.D. & Zo	cianed and delivered the soid inches
TO THE REAL PROPERTY OF THE PARTY OF THE PAR	and and derivered the said institution as
OFFICIAL SEAL	his free and voluntary act, for the uses and purposed therein set forth.
MARTIN A. LEBLANC	SOLIOI III.
	E

THE COVERANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1

(THE REVERSE SIDE OF THIS Trust Deed):

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good indition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by ne any building or buildings now or at any time in process of erection upon said premises: (5) comply with all requirements of law-or municipal ordinances with respect to the premises and the use thereof; and make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when e, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under procest, in the manner provided by statute, y tax or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, der insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall liver all policies, including additional and renewal policies, to Beneficiary, 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 therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner deemed expedient, and may, need not, make shill or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest 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 sees, and table without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver any right accruing to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary hereby see ... d in aking any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate efficient 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 thereof.
- 6. Grantors shall pay each item of indebtodness nervin mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, enpaid indebtodness secured by this Trust Deed shall be interest, and without notice to Grantors, naking payment of any installment on the Loan Agreement or the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or immediately if all or part of the premises are sold or transfur to by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due " nett" is by acceleration or otherwise. Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the hereof, there shall be allowed and included as additional indebtedriess in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary deem to be reasonably necessary either to prosecute such suit or to eviden a to hidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises expeditures and expenses of the nature in this paragraph mentioned shall be not not not additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual high entered the trust Deca secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, here foreclosure hereof after accrual of such right, to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises we security hereof, whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in or (oh awing order of priority: First, on account of all costs and expenses incidental to the foreclosure proings, including all such items as are mentioned in the preceding paragraph hereof; second, all other common which under the terms hereof constitute secured indebtedness additional to that evidenced by our Agreement, with interest thereon as herein provided; third, all principal and interest remaining anpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns,
- 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. Such appointment may be made either before ter sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for and receiver and without regard to the then value of the premises or whether the same endency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemy on, whether there be redemption or not, as well as during any further times when the other properties of the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all of the premises during the full statutory period of redemy on, whether there be redemption or not, as well as during any further times when tasion, control, management and operation of the premises during the whole of said period. The Court from time to time my judhorize the receiver to apply the net income in his hands in payments when or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special as servent or other lien which may be or become superior to the lien hereof such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 0. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good an' available to the party interposing same in an action at law upon me hereby secured.
- 1. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that our pose.
- 2. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this any at Dr. d or to exercise any power herein given unless ssly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee m., caquire indemnities satisfactory to Trustee before sing any power herein given.
- 3. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the In sice shall have full authority to release this Deed, the lien thereof, by proper instrument.
- 4. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in trust are cunder shall have the identical powers and authority as are herein given Trustee.
- 5. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" shall extend to each herein shall include herein shall mean and include any successors or assigns of Beneficiary.

This instrument was prepared by

NAME

NAME

OAK FINANCIAL

P.O. BOX 753

TINLEY PARK, IL 60477

INSTRUCTIONS

Rev. 11-91

RECORDER'S OFFICE BOX

