

UNOFFICIAL COPY

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4992/0215 52 001 Page 1 of 4
2003-02-04 15:30:19
Cook County Recorder 30.50



19408	•
TRUST DEED	THE ABOVE SPACE FOR RECORDERS USE ONLY
THIS INDENTURE, made // 28	, 2007, betweenEthel Berry
herein referred to a "Grantors", and	Lloyd Gilliam
of	Illinois, herein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to	BC the Window Guys , herein
referred to as "Beneficiary", the legal holder of the Home ir ipr	ovement Contract hereinafter called "Contract" and described, the
sum of	
TWO THOUSAND FIVE HUNDRED FIFTY NINE & 36	
	nerewith, mode payable to the Beneficiary, and delivered, in and by
which said Contract the Grantors promise to pay the said sum in	48
	at \$ with the first installment beginning on
	nents continuing on the same day of each month thereafter until fully
paid. All of said payments being made payable at 7421 W	est Irving Pank Rd. Chicago IL 60638,
Illinois, or at such place as the Beneficiary or other holder may	T 1
The principal amount of the Contract is \$ 2047.5	The Contract has a Last Payment Date of
October 23 ,2006.	C
NOW, THEREFORE, the Grantors to secure the payment of the s	aid obligation in accordance with the terms, provisions and limitations
· •	greements herein contained, by the Grantors to be performed, and
	eipt 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 diesem, situate, lying and being in the	D STATE OF ILLINOIS, to wit:
See Attached Legal Description aka:	
Chicago, IL 60628 Parcel #25-28-423-9	Centre City Tower, Suite 1850 650 Smithfield Street Pittsburgh, PA 15222
which, with the property hereinafter described, is referred to he	rein as the "premises."
TOGETHER with improvements and fixtures now attached together	ether with easements, rights, privileges, interests, rents and profits.

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 Grantors do hereby expressly release and waive.

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- 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 condition 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 a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time 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; (6) 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 due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any 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 by 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, under 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 deliver 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, Trusce: or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner described expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchas, 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 promise 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 fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary hereby secured making any payrount 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, to feiture, tax lien or title or claim thereof.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpair indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary 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 Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of 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 may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate 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 (b) preparations for the commencement of any suit for the 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 or the security hereof, 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 incidental 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 Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

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.

application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

- 11. Trustee or Beneficiary 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 du(v t) examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record 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, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power neger given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full and ority to release this Trust Deed, the lien thereof, by proper instrument.
- 14. In case of the resignation, inability or refu al to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have use 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 Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors of assigns of Beneficiary.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written. (SEAL) (SEAL) STATE OF ILLINOIS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY personally known to me to be the same person who subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that _ signed and delivered the said free and voluntary act, for the uses and OFFICIAL SEAL Instrument as _ purposes therein set forth. GINA CASALE Notary Public. State of Illinois GIVEN under my hand and Notarial Seal this My Commission Exp. 11/09/2004 A.D. <u>2002</u> This instrument was prepared by Melonye Smith 12740 HILLCREST PLAZA DR, STE 240 DALLAS, TX 75230 FIRST CONSUMER CREDIT, INC (Address) (Name)

3 of 4

641 1241 TO 18004182664

AUG 13 '02 16:17 FR EXETER TITLE CO 641 1241 TO 180041

Invoice Number:

#2002107

0030170092 Page 4 of 4

LEGAL DESCRIPTION

SCHEDULE A

ALL OF LOT 31 AND THE SOUTH 7 FEET OF LOT 32 IN FRED BENDLE SUBDIVISION OF BLOCK 3 IN MURRAY'S WILDWOOD ADDITION IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as:

12622 South Edbrooke Ave., Chicago IL 60628 3/th of Cook County Clerk's Office

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