

# UNOFFICIAL COPY

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2003-03-12 11:15:13

Cook County Recorder 54.50

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MORTGAGE  
TRUST DEED



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**THIS INDENTURE**, WITNESSETH, That the Grantor MARY LALLY, married person, of the Village of Niles, County of Cook, State of Illinois for and in consideration of the sum Two Hundred Ninety Six Thousand One Hundred Seventy Four and 78/100 Dollars (\$298,649.78), in hand paid, CONVEY and WARRANT unto JUDITH KRICH, TRUSTEE, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas, plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, in the State of Illinois to wit:

That part of the South Half of the Northeast Quarter of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, lying Northeasterly of the Northeasterly right of way line of Rand Road (U.S. Route 12) and Northwesterly of the Northwesterly right of way line of State Route 53 (recorded April 4, 1932, as Document No. 11068762), except that part described as follows: Beginning at the intersection of the Northeasterly right of way line of Rand Road (U.S. Route 12) with the Northwesterly right of way line of State Route 53; thence Northeasterly along the Northwesterly right of way line of State Route 53, a distance of 156.99 feet; thence Northwesterly, parallel with the Northeasterly right of way line of Rand Road (U.S. Route 12), a distance of 269.60 feet; thence Southeasterly, a distance of 147.55 feet to a point on the Northeasterly right of way line of Rand Road (U.S. Route 12) that is 314.93 feet Northwesterly of (measured along said Northeasterly right of way line) the place of beginning; thence Southeasterly, along the Northeasterly right of way line of Rand Road (U.S. Route 12), a distance of 314.93 feet to the place of beginning, in Cook County,

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Property of Cook County Clerk's Office

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Illinois.

P.I.N. 02-02-202-004 vol. 148

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN TRUST nevertheless, for the purpose of securing the performance of the covenants and agreements herein.

WHEREAS THE Grantor MARY LALLY is justly indebted upon a Installment Note in the amount of (\$296,174.78) dated February 26, 2003, payable to JUDITH KRICH, due and payable on or before January 26, 2008. The Grantor covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and as said Installment Note provides, or according to any agreement extending time of payment; (2) to pay prior to the time the same become due under the law all taxes, general or special, and to exhibit receipts therefore, upon demand; (3) within sixty days after destruction of damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not committed or suffered; (5) to keep all buildings at any time on said premises insured against loss by fire and tornado, to the full insurable value, in companies to be approved by the holder of said indebtedness, and deliver to said holder of said indebtedness the insurance policies so written as to require all loss to be applied in reduction of said indebtedness; (6) to keep the said property tenantable and in good repair; (7) not to suffer any mechanic's liens or other lien to attach to said premises. In the event of failure to so insure, to pay taxes, general or special, or to keep the property in good repair, or to prevent mechanic's liens or other liens to attach to said premises, the grantee, or the holder of said indebtedness, may procure said insurance, pay said taxes or make such repairs to place the property in a tenantable condition; or discharge or purchase any tax lien or title affecting said premises; and all monies so paid the Grantor agree to repay immediately without demand, and the same with interest thereon from the date of payment at ten per cent, per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereto, without notice, become immediately due and payable, and with interest thereon from time to time of such breach at ten per cent per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms.

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IT IS AGREED, that all expenses and disbursements, paid or

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incurred in behalf of complainant in connection with foreclosure hereof-including attorney's fees, outlays, evidence fees, stenographer fees, filing fees, title abstract fees, service of process fees and any other fees incurred in connection with said foreclosure-shall be paid by the Grantor; that the like expenses and disbursements occasioned by any suit or proceeding wherein the trustee, or any holder of any part of said indebtedness, as such may be a party, shall also be paid by the Grantor; that such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof until all such fees, expenses and disbursements, and the costs of the suit, have been paid.

That upon commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may at any time, either before or after sale, and without notice to Grantor, or any party claiming under them, and without regard to the solvency of the Grantor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage, rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before and well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property.

IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS SOLD, TRANSFERRED, OR ASSIGNED BY Grantor WITHOUT TRUSTEE'S PRIOR WRITTEN CONSENT, EXCLUDING (A) THE CREATION OF A LIEN OR ENCUMBRANCE SUBORDINATE TO THIS TRUST DEED; (B) THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES; © A TRANSFER BY DEVISE OR BEQUEST OR BY OPERATION OF LAW, UPON THE DEATH OF A JOINT TENANT; (D) THE GRANT OF ANY LEASEHOLD INTEREST OF THREE YEARS OR LESS NOT CONTAINING AN OPTION TO PURCHASE, TRUSTEE MAY AT TRUSTEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS TRUST DEED TO BE IMMEDIATELY DUE AND PAYABLE. TRUSTEE SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE, TRANSFER OR ASSIGNMENT, TRUSTEE AND THE PERSON TO WHOM THE PROPERTY IS SOLE, TRANSFERRED OR ASSIGNED, REACH AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO TRUSTEE AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS TRUST DEED SHALL BE AT SUCH RATE AS TRUSTEE SHALL REQUEST. IF TRUSTEE HAS WAIVED THE OPTION TO ACCELERATE PROVIDED HEREIN, AND IF THE GRANTOR'S SUCCESSORS IN INTEREST HAVE EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY TRUSTEE, TRUSTEE SHALL RELEASE GRANTOR'S FROM ALL OBLIGATIONS UNDER THIS TRUST DEED AND THE NOTE EXECUTED HEREWITH.

IF TRUSTEE EXERCISES SUCH OPTION TO ACCELERATE, TRUSTEE SHALL

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MAIL GRANTOR'S NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED WITHIN WHICH GRANTOR'S MAY PAY THE SUMS DECLARED DUE. IF GRANTOR'S FAIL TO PAY SAID SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, TRUSTEE MAY, WITHOUT FURTHER NOTICE OR DEMAND IN Grantor, INVOKE ANY REMEDIES PERMITTED BY PARAGRAPH 7 HEREOF.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this 26<sup>th</sup> day of February, 2003.

x Mary Lally  
Mary Lally

By: Jorene Bragan, attorney in fact

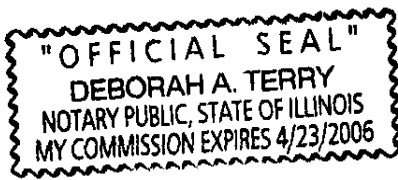
STATE OF ILLINOIS    )  
  )    ss  
COUNTY OF MCHENRY    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARY LALLY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all right under homestead, exemption and valuation laws.

Given under my hand and Notarial Seal this 26 day of Feb 2003

Deborah A Terry  
NOTARY PUBLIC

PREPARED BY:  
CURT P. REHBERG  
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Crystal Lake, IL 60014  
(815) 444-1050



MAIL TO:  
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Crystal Lake, IL 60014



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