

TRUST DEED AND NOTE **UNOFFICIAL COPY**

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of **Village Richton Park, County of Cook** and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to the **Village of Richton Park, an Illinois Municipal Corporation, of County of Cook and State of Illinois**, as trustee, the following described Real Estate, with all improvements thereon, situated in the **County of Cook** in the State of Illinois to wit:

Lot 382 in Richton Hills 2nd addition, being a subdivision of part of the southwest ¼ of section 27, township 35 north, range 13, east of the third principal meridian, according to plat thereof registered in the office of the registrar of title of Cook County, Illinois on Feb. 4, 1969, as doc number 2434295, and surveyor's certificate of correction, therefor registered March 12, 1969 as doc number 2434295, and surveyor's certificate of correction therefor registered on March 12, 1969 as doc number 2449349, in Cook County, Illinois. PIN # 31-27-317-003-0000

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 0% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings, to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of the indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In trust, nevertheless, for the purpose of securing performance of the following obligation, to wit: **\$16,691.00 for CDBG single-family rehabilitation**

On or before after date for value received I (we) promise to pay to the order of the **Village of Richton Park** the sum of **Sixteen Thousand Six Hundred Ninety One Dollars and 00/100 Cents** at the office of the legal holder of this instrument with interest at **0 per cent** annum after date hereof until paid.

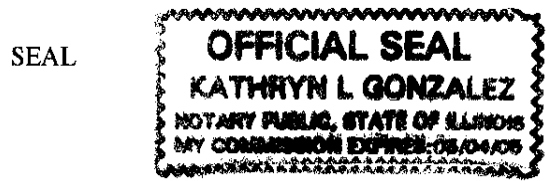
And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or date in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgement without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof. The terms of repayment herein are expressly, subject to terms of an agreement dated this date executed by grantors and the **Village of Richton Park**.

IN THE EVENT of the trustee's death, inability, or removal from said **Cook County**, or of his resignation, refusal or failure to act, then the **Village of Richton Park** of said County, is hereby appointed to be the first successor in this trust: and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

Witness our hands and seals this 16th day of September ~~August~~ 2004

x *Diane L. O'Connor*

ATTEST *Kathryn L. Gonzalez*



Doc#: 0426810029
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 09/24/2004 02:13 PM Pg: 1 of 3

UNOFFICIAL COPY

MORTGAGE NOTE

SINGLE-FAMILY REHABILITATION PROGRAM PERMANENT LIEN

Project Number: 03-044-01

Date: 03-22-04

FOR VALUE RECEIVED, the undersigned Diane O'Connor ("Mortgagees") jointly and severally promises to pay to the order of the Village of Richton Park, an Illinois municipality, ("Mortgagor"), the principal sum of \$16,691.00 at zero percent (0%) interest, such principal to be payable as follows:

If all or part of the mortgaged property or any interest therein is sold or transferred without prior written consent, excluding (a) the creation of a lien or encumbrances subordinate to the Mortgage or (b) a transfer by devise descent or by operation of law upon the death of a joint tenant, or if the property that is the subject of the Mortgage securing this Mortgage Note is no longer the Mortgagees' principal place of residence, then **One hundred percent (100%)** of this Mortgage Note becomes immediately due and payable.

Payments of principal shall be payable in lawful money of the United States of America and are made at the Village of Richton Park or at such other place as the legal holder of this Note may from time to time in writing appoint.

The payment of this Mortgage Note is secured by the Mortgage of the Mortgagees, on real estate in the County of Cook, Illinois, bearing an even date herewith.

The Mortgagees agree in the case of a breach of any of the covenants stipulated in this Note, in the Mortgage securing this Note or in the Single-Family Rehabilitation Program Owner's Participation Agreement, the principal sum, or any balance due or that may be unpaid thereon shall at the option of the Mortgagor or its successors or assigns, become immediately due and payable without notice.

At the election of the Mortgagor and without notice, the entire principal sum shall become at once due and payable at the place of payment aforesaid in case default shall occur and continue for thirty (30) days in the performance of any other agreement contained in said Mortgage or Single-Family Rehabilitation Program Owners Participation Agreement (in which event election may be made at any time after the expiration of said times, without notice.)

The terms of the Mortgage and the Single-Family Rehabilitation Program Owners Participation Agreement are incorporated herein as if fully set forth.

In the event the undersigned shall fail to repay the principal amounts of this Note when due, the Mortgagor, with notice to the undersigned, may, at its option, institute foreclosure proceedings on the accompanying Mortgage or file suit to recover under the Single-Family Rehabilitation Program Owner's Participation Agreement or this Note. If this Note be reduced to judgement, such judgement should bear the statutory interest rate on judgements.

UNOFFICIAL COPY

If suit is instituted by the Mortgager to recover on this Mortgage Note, the undersigned agree(s) to pay all costs of such collection including but not limited to reasonable attorney's fees and court costs.

All parties hereto severally waive demand, presentment for payment, notice of dishonor, protest and notice of protest, and to the extent authorized by law, any and all homestead and other exemption rights which would otherwise apply to the debt evidenced by this Note.

By: Diane O'Connor Date: 3/23/04
Signature

By: _____ Date: _____
Signature

THIS DOCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO THE VILLAGE OF RICHTON PARK DEPARTMENT OF COMMUNITY DEVELOPMENT, 4455 SAUK TRAIL, RICHTON PARK, IL 60471

Property of Cook County Clerk's Office