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November 1994

TRUST DEED (ILLINOIS)
For: Use: With: Note: Form: No.: 1448
(Monthly: Payments: Including: Interest)

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THIS AGREEMENT, made June 13 Kgs 2004	
between147 Inc.	
(No. and Street), (City) (State)	
herein referred to as "Morragors," and Dasada Property	
Management LLC	The same this was and the right was sald with the same sald with the same sald with the same sald with the same sald with the sald wit the sald with the sald with the sald with the sald with the sal
11746 W. Van Beck Ave. Geenfield, WI 53228-1802	
(No. and Street) (City) (State)	199644111111111111111111111111111111111
herein referred to as "Trustee," witnesserh: That Whereas Mortgagors are justly indebted to the legal holder of a parteipal promissory note, termed	Doc#: 0431734160
"Installment Note," of even date herewith, executed by Mortgagors, made	Eugene "Gene" Moore Fee: \$32.50
payable to Bearer and delivered, in and by which note Mortgagors promise to	Cook County Recorder of Deeds Date: 11/12/2004 02:29 PM Pg: 1 of 5
pay the principal sum of \$233,341.00	Date. 11/12/2004 02:20 1 till 1 g
Dollars, and interest from June 33, 2004 (n the balance of	
per cent per annum, such principal sum and interest to be was abbexion	Above Space for Recorder's Use Only
mirallinchisx max followsx payable in full by December 23, 2004	with payee having the option
to renew the note for an additional six months. Booksexwarkkaxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	<u> </u>
npaxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
ndebtedness evidenced by said note to be applied first to accrued and unpa	id interest on the unnaid principal belonce and the
emainder to principal; the portion of each of said installments constituting	principal, to the extent not paid when due to hear
interest after the date for payment thereof, at the rate of per cent pe	a annum, and all such payments being made navable
at <u>11746 W. Van Beck Ave., Greenfield, WI</u> 53228-1802	or at such other place as the legal
holder of the note may, from time to time, in writing appoint, which note fur	ther provides that at the dection of the legal holder
thereof and without notice, the principal sum remaining unpaid thereon, together	er with accrued interest thurson, shall become at once

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY AND WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of South Holland _______, COUNTY OF __Cook ______ IN STATE OF ILLINOIS, to wit:

due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and

see attached legal description

notice of protest,

which, with the property h	ereinalte described	FFI CLA	Lecal C.O	PY	•
Permanent Real Estate Ind	ex Number(s):29	-10-300-041-000	0		
Address(es) of Real Estate:	15 8 0/11	Blvd., So. Hol		3	
TOGETHER with profits thereof for so long primarily and on a parity therein or thereon used to controlled), and ventilation windows, floor coverings, mortgaged premises whether apparatus, equipment mortgaged premises.	and during all such to with said real estate as supply heat, gas, wat on, including (without inador beds, stoves her physically attache	imes as Mortgagors ma and not secondarily), an ater, light, power, refri- out restricting the for and water heaters. All d thereto or not, and	by be entitled thereto ad all fixtures, appara geration and air con egoing), screens, with of the foregoing as it is agreed that all	atus, equipment or articeditioning (whether singlindow shades, awningure declared and agreed buildings and addition	d profits are pledged cles now or hereafter gle units or centrally s, storm doors and to be a part of the ns and all similar or
TO HAVE AND	TO HOLD the premi	ises unto the said Trus	stee, its or his succes	ssors and assigns, forev	er, for the purposes,
and upon the uses and true of the State of Illinois, wh	ich said rights and ben				ead Exemption Laws
The name of a record own	*		•		
This Trust Deed of nerein by reference and h Mortgagors, their heirs, su	erely ire made a par			ppearing on pages 3 and are set out in full and	
'		rs the day and year first	above written.		
3000B	KARALL GOLDON	rs the day and year first 304 8181 415 Acry 10tur (SEAL)		(SEAL)
PLEASE -	for 147 Inc	Simi	M		(SERE)
PRINT OR					
TYPE NAME(S)			CTAIL		
BELOW —			SEAL)		(SEAL)
SIGNATURE(S)					
Same of Illinois Courses of	Cook	`		*	
State of Illinois, County of		55.			
				inty, in the State afore SIBI KADA HIS ATTERME	UND TTA MIJE
	······			is	subscribed
Edward V. St	narkey he foregoi	on to me to be the same ong instrument, appea ed, sealed and delivered	red before me this	day in person, and	
tainmannannannannannannannannannannannannan	free and volunt	ary act, for the uses an	d purposes therein se	et forth, including the r	elease and waiver of
	the right of hon	nestead.		U _x	
Given under my hand and c	official seal, this	23KD	day of	JANE	187004
Commission expires	MAY 31	15,008	Edward	NOTARY PUBLIC	
	EDUADO V	CHADIZEV Atta	ot Torr 14105	Lingoln Ave	P 0 Boy 27
This instrument was prepar		(Name and Ac	idress) Dolton	ı, IL 60419	
Mail this instrument to	EDWARD V. SHARK	(EY, Atty. at La	w, 14105 Linco	1n Ave., P. 0.	Box 27,
_		(Name and Ac	idress) Dolton,	, IL 60419	
/7 -					(T) (C 1)
	(City)		(State)		(Zip Code)
OR RECORDER'S OFFIC	CE BOX NO				

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said to the lien thereof; (4) 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 holders of the note; (5) with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 2. Mortgagors 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 holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under provided by statute, any tax or asssessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and 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 holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and recoval policies, to the holders 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 therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgage's in any form and manner deemed expedient, and may, but need not, make full 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 redeen 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 attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action 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 the highest rate of nine per cent per annum. Inaction of Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default rereunder on the part of the Mortgagors.
- 5. The Trustee or the holders of the note hereby sect red 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 valicity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of indebtedness herein mention it, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the
- 7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose are lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to recelose 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 attorneys' fees, Trustee's fees, appraiser's fees, outlays 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. Furrans certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably recessary 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 to or the value of the premises. In addition, 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 rate of nine per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to 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 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

- Oppose or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then 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 for redemption, 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 tents, issues and profits, and all other powers which may be necessary or are usual in such cases 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: (1) 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 the foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed 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.
- 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, nor shall Trustee be obligated to record this Trust Dendo: 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 his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities atisfactory to him 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 exhibit to Trustee the principal note, representing that all indebtedness here by secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of he original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers the col.
- 14. Trustee may resign by instrument in writing t led in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, esignation, inability or refusal to act as Trustee,

 shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are signated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are because given Trustee, and any Trustee or successor shall be

entitled to reasonable compensation for all acts performed hereunder.

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 at any time liable for the payment of the indebtedness or any part thereof, whether or not such part in shall have executed the principal note, or

this Trust Deed.

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER, THE NOTE SECURED BY THIS TRUST DEED
SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE
TRUST DEED IS FILED FOR RECORD.

The	Installment Note mentioned in the within identified herewith under Identification No.	Trust	Deed	has
Deen	identified nerowith and ridentification 1761			
	Trustes			

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UNOFFICIAL COPY

LOTS THREE (3) TO SEVEN (7) IN BLOCK ONE (1) IN CALUMET STATE SIBLEY ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION NINE (9) AND PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE LITTLE CALUMET RIVER, IN COOK COUNTY, ILLINOIS.

EXCLUDING THERFROM THAT PART OF LOT 7 IN BLOCK 1 IN CALUMET STATE SIBLEY ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE LITTLE CALUMET RIVER, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE STREET WITH A POINT IN THE WEST LINE OF SAID LOT 7 DISTANT SOUTH 9.906 METERS FROM THE NORTHWEST CORNER THEREOF; THENCE ON AN ASSUMED BEARING OF NORTH 44 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SIBLEY BOULEVARD 3.551 METERS TO A POINT 6.095 METERS EAST OF THE WEST LINE AND 3.810 METERS SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE NORTH 89 DEGREES .56 MINUTES 34 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 3.000 METERS; THENCE SOUTH 41 DEGREES 27 MINUTES 22 SECONDS WEST 13.481 METERS TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00 DEGREES 56 MINUTES 42 SECONDS WEST ALONG SAID WEST LINE 4.000 METERS TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PART OF LOTS 3, 4, 5, 6 AND 7 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE EAST A DISTANCE OF 142.88 FEET ALONG THE NORTH LINE OF SAID LOTS 7, 6, 5, 4 AND 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 12.5 FEET TO A POINT; THENCE WEST A DISTANCE OF 122.88 FEET ALONG A LINE BEING PARALLEL WITH AND 12.5 FEET SOUTH OF SAID NORTH LINE OF LOTS 7, 6, 5, 4 AND 3 TO A POINT BEING 20 FEET EAST OF THE WEST LINE OF LOT 7 (AS MEASURED ALONG SAID PARALLEL LINE, EXTENDED); THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 28.28 FEET, MORE OR LESS, TO A POINT ON THE SAID WEST LINE OF LOT 7, SAID POINT BEING 32.5 FEET SOUTH OF THE POINT OF BEGINNING (AS MEASURED ALONG SAID WEST LINE OF LOT 7); THENCE NORTH ALONG SAID WEST LINE OF LOT 7 A DISTANCE OF 32.5 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 29-10-300-041-0000

COMMONLY KNOWN AS: 15 W. SIBLEY, SOUTH HOLLAND, IL 60473