

General American Corp  
1063 Technology Park Drive  
Glen Allen, VA 23059

**THIS IS A CREDIT LINE DEED OF TRUST**

This Deed of Trust prepared by: GRACIE CHASE

**DEED OF TRUST**

MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS DEED OF TRUST IS \$ 20,650.00

THIS DEED OF TRUST SECURES A LINE OF CREDIT WITH A VARIABLE INTEREST RATE.

THIS DEED OF TRUST (also "Security Instrument") is made on 07/19/2005

The grantor is DANTE J LYNCH & EILEEN H LYNCH

Whose address is 620 S WENONAH AVE OAK PARK, IL 60304, (referred to below as "Grantor").

The beneficiary is United States Senate Federal Credit Union

Whose address is P.O. Box 77120, Washington DC, 20013

(referred to below sometimes as "Lender" and sometimes as "Beneficiary"). The Trustee is

Susan Enis, of Fairfax County

and Alexandria, VA 22314, of 2750 Eisenhower Drive

Virginia, Trustees (any one of whom may act and who are referred to below as "Trustee"), Grantee.

This Deed of Trust secures to Lender: (a) the repayment of the debt evidenced by the Home Equity Credit Plan Agreement, (referred to below as "Agreement"), with interest, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument, and (c) performance of Borrower's covenants and agreements under this Security Instrument and the Agreement.

**WITNESSETH:**

1. GRANTOR, for and in consideration of 1.00 cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby irrevocably bargain, sell, convey and confirm unto the Trustee, in trust, with Power of Sale, for the benefit of Lender, a Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, located in COOK COUNTY (the "Real Property"):

**SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED**

which Real Property has the address of 620 S WENONAH

OAK PARK

60304

IL

(herein "Real Property Address"):

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TOGETHER with all the improvements (including without limitation, buildings and fixtures) now or hereafter erected or affixed on the property, and all easements, rights appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), any replacements and additions all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Real Property";

Grantor covenants that Grantor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Real Property, and that the Real Property is unencumbered, except for encumbrances of record. Grantor covenants that Grantor warrants and will defend generally the title to the Real Property against all claims and demands, subject to encumbrances of record.

TO SECURE to Lender the repayment of the indebtedness evidenced by Grantor's Agreement dated 07/19/2005 and together with all extensions, modifications, refinancing and renewals thereof the principal sum of U.S. \$ 20,650.00 from Grantor to Lender, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable

## GRANTOR AND LENDER COVENANT AND AGREE AS FOLLOWS:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Grantor shall promptly pay to Lender, its successors or assigns, when due the principal of and interest on the indebtedness evidenced by the Agreement and late charges as provided in the Agreement. The Grantor may prepay the Agreement at any time without penalty.

**2. Funds for Taxes and Insurance.** Subject to applicable law Lender may require Grantor to pay to Lender on the day monthly payments of principal and interest are payable under the Agreement, until the Agreement is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust; (b) yearly leasehold payments or ground rents on the Real Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) any sums payable by Grantor to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Grantor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Grantor to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Funds. Grantor and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Grantor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Deed of Trust.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Grantor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Grantor in writing, and, in such case Grantor shall pay to Lender the amount necessary to make up the deficiency. Grantor shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Grantor any Funds held by Lender. If under paragraph 24 hereof the Real Property is sold or the Real Property is otherwise acquired by Lender, Lender, prior to the acquisition or sale of the Real Property, shall apply any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

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**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraphs 1 and 2 hereof shall be applied by Lender, first, to amounts payable under paragraph 2; second, to interest due; third, to principal due, and last to any late charges due under the Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Grantor shall perform all of Grantor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Grantor's covenants to make payments when due. Grantor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Real Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Real Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Real Property in accordance with paragraph 7.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold policies and renewals, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Real Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Real Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Real Property or to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Real Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the real Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 24 the Real Property is acquired by Lender, Grantor's rights to any insurance policies and proceeds resulting from damage to the Real Property prior to the acquisition shall pass to the Lender to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

**6. Preservation and Maintenance of Real Property; Leaseholds; Condominiums; Planned Unit Developments.** Grantor shall occupy and use as Grantor's principal residence and keep the Real Property in good repair and shall not commit waste or permit impairment or deterioration of the real Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lenders' Right in Security.** If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if there is a legal proceeding that may significantly affect Lender's rights in the Real Property (such as a proceeding in bankruptcy probate, for condemnation or to enforce laws or regulations), then Lender, at Lender's option, may do and pay for whatever is necessary to protect the value of the Real Property and rights in the Real Property. Lender's actions may include

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paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Real Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Grantor secured by this Deed of Trust. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Grantor shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Grantor shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Grantor of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Grantor shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Grantor when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Grantor shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Grantor and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Real Property. Lender shall give Grantor notice at the time of or prior to any inspection specifying reasonable cause for this inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Real Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, Deed of Trust, or other security agreement with a lien, which has priority over this Deed of Trust.

In the event of a total taking of the Real Property, the proceeds available upon satisfaction of prior security interests, if any, shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Real Property in which the fair market value of the Real Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and Lender otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Real Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Real Property in which the fair market value of the Real Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

If the Real Property is abandoned by Grantor, or if, after notice by Lender to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Real Property or to the sums secured by this Deed of Trust, whether or not then due.

Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Grantor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for repayment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or Grantor's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of sums

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secured by this Deed of Trust by reason of any demand made by the original Grantor and Grantor's successors in interest. Any forbearance by Lender in exercising any right or remedy, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Grantor, subject to the provisions of paragraph 22. Grantors covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey that Grantor's interest in the Real Property to Trustee under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Grantor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Agreement, without that Grantor's consent and without releasing that Grantor or modifying this Deed of Trust as to the Grantor's interest in the Real Property.

**13. Loan Charges.** If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**14. Notices.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Grantor at the Real Property Address or at such other address as Grantor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Lender when given in the manner designated herein.

**15. Governing Law; Severability; Costs.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Real Property is located. The foregoing sentence shall not limit the applicability of Federal Law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**16. Default.** At the option of Lender, each of the following, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Failure of Grantor to make any payment when due on the Agreement; (b) Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien; (c) Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Agreement, or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) as provided in paragraph 20; (d) Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Agreement or the Related Documents is, or at the time made or furnished, was false in any material respect; (e) The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by Federal Law or Virginia Law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust; (f) Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Real Property. However, this subsection shall not apply in the event of a

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good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender; (g) Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied as provided in paragraph 20, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later; (h) Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default, or (i) Lender in good faith deems itself insecure.

**17. Upon Default.** Upon the occurrence of an event of default, and at anytime thereafter, Trustee or Lender, at its option may, in addition to any other rights or remedies provided by law: (a) Accelerate the loan as provided in paragraph 24; (b) Exercise rights of a secured party under the Uniform Commercial Code; (c) Collect rents or take any other action as Grantor's irrevocably appointed attorney-in-fact; (d) Appoint a receiver as provided by applicable law; (e) Treat Grantor as a Tenant at Sufferance; (f) Exercise its Power of Sale; (g) Act or fail to act without waiver of rights under applicable law this Deed of Trust, Agreement or other Security Instrument; (h) Permit Trustee to exercise all rights or duties of Lender as set forth herein.

**18. Grantor's Copy.** Grantor shall be given one confirmed copy of the Agreement and of this Deed of Trust.

**19. Rehabilitation Loan Agreement.** Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Grantor enters into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Real Property.

**20. Grantors' Right To Reinstate.** If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Real Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor (a) Pays Lender all sums which then would be due under this Deed of Trust and the Agreement as if no acceleration had occurred; (b) Cures any default of any other covenants or agreements; (c) Pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and (d) Takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Real Property and the Grantor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 24.

**21. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to Grantor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Agreement. If there is a change of the Loan Servicer, Grantor will be given written notice of the change in accordance with paragraph 14 above and applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**22. Hazardous Substances.** Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Real Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Real Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Real Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Real Property.

Grantor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Real Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge. If Grantor

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learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Real Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 20 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Real Property is located that relate to health, safety or environmental protection.

**23. Transfer of the Real Property or a Beneficial Interest in Grantor, Due-on-sale.** If all or any part of the Real Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust without further notice or demand on Grantor. If Grantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

**24. Acceleration; Remedies.** Lender shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration under paragraph 23 unless applicable law provides otherwise). The notice shall specify: (a) the Event of Default; (b) the action required to cure the Event of Default; (c) a date, not less than 30 days from the date the notice is given to Grantor, by which the Event of Default must be cured; and (d) that failure to cure the Event of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Real Property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to the non-existence of an Event of Default or any other defense of Grantor to acceleration and sale. If the Event of Default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give Grantor (and the owner of the Real Property if a different person) notice of sale in the manner prescribed by applicable law. Trustee shall give public notice of sale by advertising, in accordance with applicable law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Real Property is located, and by such additional or any form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Grantor, shall sell the Real Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Real Property by advertising in accordance with applicable law. Lender, or Lender's designee, may purchase the Real Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Real Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made herein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 0.000 % of the gross sale price and reasonable attorneys' fees; (b) to the discharge of all taxes, levies and assessments of the Real Property, if any as provided by applicable law; (c) all sums secured by this Security instrument; and (d) any excess to the person or persons legally entitled to it. Trustee shall not be required to take possession of the Real Property prior to the sale thereof or to deliver possession of the Real Property to the Purchaser at the sale.

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**25. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Grantor hereby assigns to Lender the rents of the Real Property, provided that Grantor shall, prior to acceleration under paragraph 24 hereof or abandonment of the Real Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 24 or abandonment of the Real Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Real Property and to collect the rents of the Real Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Real Property and collection for rents, including, but not limited to, receivers' fees, premiums on receivers' bonds, and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**26. Release.** Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Grantor and mark the Agreement "paid" and return the Agreement to Grantor. Grantor shall pay costs of recordation, if any.

**27 Substitute Trustee.** Lender, at Lenders' option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Real Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.**



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### IN WITNESS WHEREOF:

In witness whereof, Grantor has executed this Deed of Trust and accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Grantor and recorded with it.

Grantor:

\_\_\_\_\_ *Daniel J Lynch* (Seal)  
 DANIEL J LYNCH -Borrower

\_\_\_\_\_ *Eileen H Lynch* (Seal)  
 EILEEN H LYNCH -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

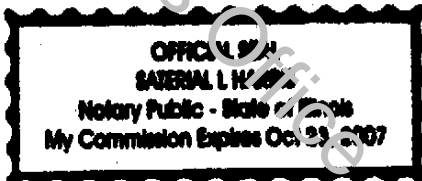
State of IL. City/County of COOK. ss:

The foregoing instrument was acknowledged before me this 19 day of July 2005, by SARINA HARRIS (person acknowledging)

My commission expires: 10/23/07

*[Signature]*  
Notary Public

\_\_\_\_\_ (Space Below This Line Reserved For Lender and Recorder) \_\_\_\_\_



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## SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOT 26 AND THE NORTH 8.33 FEET OF LOT 25 IN BLOCK 4 IN THE SUBDIVISION OF BLOCKS 1 TO 9 INCLUSIVE, IN WALLEN & PROBST'S ADDITION TO OAK PARK, IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORDS; BUILDING LINES.

BEING THE SAME PROPERTY CONVEYED TO DANIEL J. LYNCH AND EILEEN H. LYNCH, TENANTS BY THE ENTIRETY BY DEED FROM COLE TAYLOR BANK TRUST #4913 DATED SEPTEMBER 17, 1988 RECORDED 08/08/2001 IN DEED BOOK PAGE , IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

TAX ID# 16-18-112-007-0000

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