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THIS DOCUMENT PREPARED BY  
MAIL TO:

CU/AMERICA  
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Lombard, IL 60148



Doc#: 0526249022 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/19/2005 12:09 PM Pg: 1 of 5

5004274 1481

**TRUST DEED SECOND MORTGAGE (ILLINOIS)**

THIS INDENTURE WITNESSETH, That on August 12 , 2005, Carl M. Brownell and Jeanine O. Brownell, husband and wife (hereinafter called the Grantor), of Evanston, IL, for and in consideration of the sum of Thirty thousand dollars (\$30,000.00) in hand paid, CONVEY(S) AND WARRANT(S) to NEW TRIER FEDERAL CREDIT UNION, 642 Green Bay Road, Kenilworth, Illinois 60043, incorporated by an Act of Congress, as Trustee, and to its successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

**LOT 22 IN BLOCK 3 IN OAKTON RIDGE ADDITION, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PIN # 10-25-210-003-0000**

**Address of premises: 339 FLORENCE, EVANSTON, IL 60202**

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

WHEREAS, The Grantor is justly indebted upon a principal Installment Note (CLOSED-END DISCLOSURE STATEMENT AND CREDIT AGREEMENT) bearing even date herewith, payable to NEW TRIER FEDERAL CREDIT UNION in the principal amount of \$30,000.00, payable in 50 monthly installments of \$564.82 plus one final installment of \$564.09, which represents the principal balance plus interest thereon at the rate of 4.90% per annum, as per the tenor of the said Note.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements grantee herein, who is hereby authorized to place such insurance in on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

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IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior encumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at **4.90** 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 thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at **4.90** per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All 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 proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

NOTWITHSTANDING anything to the contrary contained herein, the Grantor does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged premises to any third party, including, but not limited to, conveyance by deed, or assignment of beneficial interest, or Articles of Agreement for Deed, or Installment contract for Deed, so long as the debt secured hereby subsists, and further, that in the event of any such transfer by the Grantor, the Trustee may, in its sole discretion, and without notice to the Grantor, declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Trustee under this certain Trust Deed.

IN THE EVENT Grantor's First Mortgage is released of record and the Note securing it shall be paid in full while the instant Trust Deed subsists, the Grantor shall give immediate notice of same to Trustee and shall establish a pledge account with Trustee equal to the annual general real estate taxes assessed on the mortgaged premises. This shall be an "escrow-like arrangement" pursuant to the Illinois Mortgage Escrow Account Act, 765 ILCS 910/1, et seq.

The name of a record owner is: **CARL M. BROWNELL AND JEANINE O. BROWNELL**

IN THE EVENT of the removal from said Cook County of the grantee, or of its resignation, refusal or failure to act, then Stewart Title Guaranty Company of said County is hereby appointed to be first successor in this trust; and if for any like cause said 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 of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

*CMB*  
*JOB*

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This trust deed is subject to a first mortgage.

Witness the hands and seals of the Grantor this 12TH day of JULY, 2005.

Carl M. Brownell (seal)  
Carl M. Brownell

Jeanine O. Brownell (seal)  
Jeanine O. Brownell

Property of Cook County Clerk's Office

CMBS  
JOB

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\*\*\*\*\*REQUEST FOR NOTICE OF DEFAULT\*\*\*\*\*  
\* AND FORECLOSURE UNDER SUPERIOR \*  
\* MORTGAGES OR TRUST DEEDS \*  
\*\*\*\*\*

Grantor and Trustee request the holder of any mortgage, trust deed or other encumbrance with a lien which has priority over the Trust Deed to give notice to the Trustee, at Trustee's address set forth on page one of this Trust Deed of any default under the superior encumbrance and of any sale or other foreclosure action.

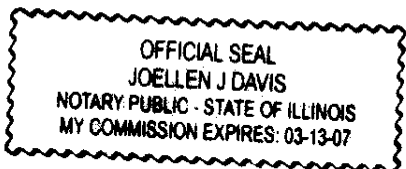
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Joellen J. Davis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Carl M. Brownell and Jeanine O. Brownell**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of August, 2005.

Joellen J. Davis  
Notary Public

(SEAL)



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## STEWART TITLE GUARANTY COMPANY

### Statement Required for Issuance of ALTA Owner's and Loan Policies

Date: August 12, 2005

Loan No. 51940B

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

- That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures, c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices of lien been received, except the following, if any:  
NONE
- That all management fees, if any, are fully paid, except the following:  
NONE
- That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:  
NONE
- That there are no unrecorded contracts or options to purchase the land, except the following, if any:  
NONE
- That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:  
NONE
- That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledge thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
- That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing **SPECIALTY TITLE SERVICES, INC.** to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner  
Carl M. Brunell  
Jeanne O'Neil Brunell

Purchaser  
 \_\_\_\_\_  
 \_\_\_\_\_

#### LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on 8/18/05. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

8/18/05  
Dated

[Signature]  
 Signature  
 NEW TRIER FEDERAL CREDIT UNION