UNOFFICIAL COPY

TRUST DEED

CTTC Trust Deed 7

Individual Mortgagor; One Installment Note

Interest Included in Payment **USE WITH CTTC NOTE 7**

Form 807 R. 1/95

Account Number:

72300-30

THIS IS A 5 YEAR FIXED RATE MORTGAGE AMORTIZED OVER 30 YEARS WITH A BALLOON **BALANCE DUE IN 5 YEARS**



Doc#: 0530408085 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/31/2005 11:32 AM Pg: 1 of 9

This trust deed consists of six pages. The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors SEPTEMBER 30, 20 **05** between THIS INDENTURE, made and assigns.

LILLIAN EVANS, DIVORCED AND NOT SINCE REMARRIED

herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referre i to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of \$137,700.00 ONE HUNDRED THIRTY SEVEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date here with, made payable to THE ORDER OF UNITED CREDIT UNION and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest 6.4 % percent per from on the balance of principal remaining from time to time unpaid at the rate of \$430.67 Dollars or more on the annum in installments (including principal and interest) as follows: \$430.67 Dollars or more on 2005 **EVERY 14 DAYS THEREAFTER** NOVEMBER, , and day of thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall . All such payments on account of the indebtedness evidenced OCTOBER, 2010 be due on the 15TH day of by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that

PER LATE PAYMENT, or \$

PERCENT OF THE TOTAL MONTHLY PAYMENT, or

each installment unless paid when due shall result in liquidated damages of:

NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of UNITED CREDIT UNION, 4444 S. PULASKI ROAD, CHICAGO ILLINOIS 60522 4011, in said

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK , CITY/VILLAGE OF STATE OF ILLINOIS, to wit:

LOT 1 AND THE NORTH 1/2 OF LOT 2 IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 14 IN W. O. COLE'S SUBDIVISION OF THE NORTH 90.37 ACRES LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8830 S. CARPENTER

CHICAGO, IL 60620-3443

PERMANENT REAL ESTATE INDEX NUMBER: 25-05-211-023-0000

0530408085 Page: 2 of 9

which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures and appurtaneous the second secon thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or ıd

a	rticles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as	
C	onstituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and	ort
2	ssigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under	an
	by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do	
ŀ	pereby expressly release and waive.	
1	Witness the hand and seal of Mortgagors the day and year first above written.	
/-	Xeller tear	TI
4	[SEAL]	رط،
-	[SEAL] [SEA	L
	$O_{\mathcal{K}}$	
5	TATE OF ILLINOIS	
(County of COOK SS	
	the undersigned a Notary Public in and for the residing in said County, in the state aforesaid, DO	
ł	IEREBY CERTIFY THAT LILLIAN EVANS, DIVORCED AND NOT SINCE REMARRIED	
		1
	tho personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeare	a
b	efore me this day in person and acknowledge that SHE signed, sealed and delivered the said Instrument	as
-	HER free and voluntary act, for the uses and purposes there in set forth.	
(Given under my hand and Notarial Seal this 30TH day of SEPTEMBER, 2005	
	"OF ICIAL SEAL"	
	alu m Sperlah Alice I. Sperlak	
7	Notary Public My Commission Exp. 3/1/29/2009	
T	Notary Public HE COVENANTS, CONDITIONS AND PROVISIONS PREMIOUSLY PERCEDIA ARE:	
1	. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improve nents now or hereafter on the	
p	remises which may become damaged or be destroyed; (b) keep said premises in good or ndition and repair, without	
W	raste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay	
V	then due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and	
u	pon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d)	
c	omplete within a reasonable time any building or buildings now or at any time in process of erection upon said	
р	remises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use	
t	nereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.	
2	. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments,	
V	vater charges, sewer service charges, and other charges against the premises when due, and shall, upon written reques	it,
f	urnish to Trustee or to holders of the notes duplicate receipts therefore. To prevent default hereunder Mortgagors sha	ıll
р	ay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest	t.
3	. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against lo)SS
o	r damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so	
i	nsured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of	of
r	eplacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the	
h	olders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holder	ers
0	f the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliv	er
я	Il policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire	÷,
9	hall deliver renewal policies not less than ten days prior to the respective dates of expiration.	

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- 4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act herein before required of Mortgagors 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 redeem 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 notes, or of any of them, 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre-maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each tem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by mis frust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and pay the (a) immediately in the case of default in making payment of any of the principal notes.
- or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose 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 no es, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenograp'ier; 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, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary 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 title to or the value of the premises. 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre-maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including 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 principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the 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 the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale of deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any times when Mortgagors, except for the intervention of such receiver, would be entitled to collect rents, issues and profits, and all other powers which may be

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9(continued): necessary or are usual in such cases for the production, possession, control, management, and operation of the premises during the whole 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: (a) 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 such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

10. No action for the enforcement of the lien 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 notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or 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 its own gross negligence or misconduct or that of the agents of employees of Trustee, and it may require indemnities satisfactory to it 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 notes, representing that all indebtedness hereby 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 notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Frust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall extend to the binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.
- 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this Fust Deed.

IMPORTANT!FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE	Identification No.
INSTALLMENT NOTE SECURED BY THIS	CHICAGO TITLE AND TRU
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY,	BY Allie
TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Assistant Vice President, Assist

CTTC Trust Deed 7. Individual Mortgagor One Installment Note Interest Included in Payment.

Use with CTTC Note 7. Form 807 R. 1/95

Recorders Box 333

x | Mail To:

United Credit Union 4444 S. Pulaski Road Chicago, IL 60632-4011 Attn: Edward J. Mucha FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

8830 S. CARPENTER

CHICAGO, IL 60620-3443

T COMPANY, TRUSTEE

0530408085 Page: 5 of 9



UNOFFUNTED EREDIT PROYN

826654

FIXED RATE LOAN MORTGAGE

FINAL PAYMENT IN 5 YEARS and NEED NOT BE RENEWED

TRUST DEED/INSTALLMENT NOTE DISCLOSURE RIDERS

RIDER #1

This loan will be repaid in accordance with	30	year loan amortization schedule
•		

RIDER #2

CHANGE OF OWNERSHIP

If the undersigned conveys, sells, transfers or assigns, or enters into an agreement to convey, sell, transfer or assign all or any part of such real estate, or any interest therein without the prior written consent of the holder hereof, excluding the following:

- A) The creation of a mortgage encumbrance against the real estate, which is subordinate to said mortgage;
- B) The grant of a leasehold interest of three years or less, not containing an option to purchase;
- C) A transfer by devise, or descent.

The holder hereof; at his option, may declare all sums due hereunder immediately payable.

RIDER #3

ESCROW ACCOUNT

The mortgagor(s) shall pay and deposit with the legal holder of the fixed rate installment note on a monthly basis one twelfth (1/12) of the real estate taxes attributable to this property based upon the most recent ascartainable real estate tax bill. In addition the mortgagor(s) shall pay and deposit one twelfth (1/12) of all required insurance premium(s) relating to initial loan. All escrow account monies shall be held by UNITED CREDIT UNION in a dividend bearing account for the benefit of the mortgagor(s) at the same rate and terms as applicable for the regular share savings account.

RIDER#4

SECURITY FOR OTHER INDEBTEDIESS

PROTECTION OF LEGAL HOLDER'S SECURITY - If mortgagor(s) fail to perform the covenants and agreements contained in this mortgage or if any action or proceeding(s) is commenced which materially affects legal holder's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, "Civil or criminal forfeiture proceedings pursuant to the United States Code, as amended from time to time," arrangements, or proceedings involving a bankruptcy or decedent, then at legal holder's option, upon sotice to mortgagor(s) may make such appearances, disburse such sums and take such action as is necessary to protect legal holder's interest. Including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

If legal holder required mortgage insurance as a condition of making the loan secured by this mortgage, mortgagor(s) shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with mortgagor(s) and legal holders written agreement or applicable law. Mortgagor(s) shall pay the amount of all mortgage insurance premiums in the manner provided herein.

Any amounts disbursed by legal holder pursuant in this paragraph with interest thereon, shall become additional indebtedness of mortgagor(s) secured by this mortgage. Unless mortgagor(s) and legal holder agree to other terms of payment, such amounts shall be payable upon notice from legal holder to mortgagor(s) requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal balance under the terms and conditions of this note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require legal holder to incur any expense or take any action hereunder.

Initials

0530408085 Page: 6 of 9

RIDER #5

UNOFIFICIALES COPY

826654

Upon request of mortgagor(s), legal holder at its option may prior to release of this mortgage, may make future advances to mortgagor(s). Such future advances with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the additional sums of money advances exceed one-half (1/2) of the principal amount secured by this

RIDER#6

LOAN RATE CHANGE

At no time during the original mortgage period or any subsequent renewals, the interest rate charged will not exceed 25.00% APR per annum.

RIDER #7

ASSIGNMENT

It is expressly understood and agreed that the holder may assign this installment note for value to a third party.

RIDER #8

MONTHLY PAYMENTS SUBMITTED - "MATURITY DATE"

Monthly payment submitted in funds not available until collected shall continue to bear interest until collected. If monthly payment becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the United States of America and/or the State of Illinois, the due date of said monthly payment shall be payable at the rate specified during such extension.

WITNESS the hand and	I seal of Mortgagors the	e day and year first above written.	
Lellian	Evans	[SEAL]	[SEAL]
LILLIAN EVANS		0/	
		[SEAL]	[SEAL]
		[SEAL]	P/T/S Open
STATE OF ILLINOIS	- ss	I, the undersigned	
COUNTY of COOK	. J	a Notary Public in and for the residing in said Cou	unty, in the state aforesa'. O HEREBY CERTIFY
THAT		LILLIAN EVANS, DIVORCED AND NOT SINCE REM	MARRIED
personally known to me to	be the same person(s)	whose name(s) subscribed to the foregoing instrumer	nt appeared before me this day in person and
acknowledged that SHE	signed, sealed and de	livered the said instrument as HER free and v	voluntary act, for the uses and purposes therein set forth
Given under my hand and	Notarial Seal this 30T	H day of SEPTEMBER, 2005	 •
Notary Public	ù Meperlas	<i>κ</i> "OF	FIGUAL SEAL"

"OFFICIAL SEAL"
Alice M. Sperlak
Notary Public, State of Illinois
My Commission Exp. 07/29/2009

0530408085 Page: 7 of 9

UNO FISH MICHAELOPY

Y 826654

Use with Trust Leed Form CTTC7 Individual Mortgagor Interest Included in Payment Form 806 R. 1/95

5 YEAR FIXED RATE MORTGAGE AMORTIZED OVER 30 YEARS BALLOON BALANCE DUE IN 5 YEARS

Account Number 72300-30

\$	\$137,700.00		Chicago, Illinois	SEPTEMBER 30,	2005
FOR VAL	UE RECEIVED, I ONE HUNDRED THIRTY-SEVEN THO			N the Principal Sum of:	\$137,700.00 nd interest
from	SEPTEMBER 30, 2005			percent per annum in ins	tallments
from time	e to time unpaid at the rate of 6.40%		cipal and interest) as fo		
	FOUR HUNDRED THIRTY AND 67	/100	DOLLARS or more of	on the 4TH day of NOVE	MBER, 2005
and	FOUR HUNDRED THIRTY AND 67.	/100	DOLLARS or more e	every 14 DAYS	
the 15 to be firs	er until said note is fully raid except the final TH DAY OF OCTOBET. of 2010 . All st applied to interest on the unpaid principal en due shall result in liquidated duriages of:	such payments or balance and the re	n account of the indebto	edness evidenced by said	note
	2. 0.00 PERGEN		L MONTHLY PAYMEN' ES FOR LATE PAYME		
holders	ments for principal and interest are to be m of this note may, from time to time, in writing nion, 4444 S. Pulaski Road, Chicago, Illinoi	g appoint, <i>e</i> nd in th	ng house or trust comp ne absence of such app	any in Chicago,Illinois, as cointment, then at the office	the legal e of United
estate in the elec- interest principa which evagreeme	ment of this note is secured by trust deed, in the County of COOK etion of the holder or holders hereof and with thereon, shall become at once due and pay or interest when due in accordance with the vent election may be made at any time after ent contained in said trust deed.	State of	ILLINOIS ncipal sum remaining u of payment aforesaid in in case detault shall oc said three days, without	; and it is agreed the npaid hereon, together with a case of default in the payecur and continue for three the notice) in the performance	eat at h accrued rment of days (in
All parties	hereto severally waived presentment for pa	ayment, notice of o	lishonor, protest and no	tice of protest.	
Property L	_ocated At:	Doo	cument Prepared by:	Edward J. Mucha c/o Uni.ed Credit Unio	n
3830 S. (CARPENTER.			4444 S. Purski Road Chicago, IL of 32-401	14
CHICAG	O, IL 60620-3443			Chicago, it 00532-401	1
#25-05-211	1-023-0000			6)	
XI	Ma Care NEVANS	(SEAL)			(SEAL)
		(SEAL) _	- 47		(SEAL)
				_	

DO NOT DESTROY OR LOSE THIS DOCUMENT

IMPORTANT:

THIS IS A VALUABLE DOCUMENT WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

WARNING

REVIEW THE BACK OF THIS NOTE. THERE MAY BE MEMORIALS OR ENDORSEMENTS.

0530408085 Page: 8 of 9



UNOFFUNITA EREDITATION

FIXED RATE LOAN MORTGAGE

826654

FINAL PAYMENT IN 5 YEARS and NEED NOT BE RENEWED

TRUST DEED/INSTALLMENT NOTE DISCLOSURE RIDERS

RIDER	#1
-------	----

This loan will be repaid in accordance with ______ year loan amortization schedule.

RIDER #2

CHANGE OF OWNERSHIP

If the undersigned conveys, se is, transfers or assigns, or enters into an agreement to convey, sell, transfer or assign all or any part of such real estate, or any interest therein without the prior written consent of the holder hereof, excluding the following:

- A) The creation of a mortgage encumbrance against the real estate, which is subordinate to said mortgage;
- B) The grant of a leasehold interest of three years or less, not containing an option to purchase;
- C) A transfer by devise, or descent.

The holder hereof; at his option, may declare all sums due hereunder immediately payable.

RIDER #3

ESCROW ACCOUNT

The mortgagor(s) shall pay and deposit with the legal holder of the fixed rate installment note on a monthly basis one twelfth (1/12) of the real estate taxes attributable to this property based upon the most recent ascertainable real estate tax bill. In addition the mortgagor(s) shall pay and deposit one twelfth (1/12) of all required insurance premium(s) relating to this loan. All escrow account monies shall be held by UNITED CREDIT UNION in a dividend bearing account for the benefit of the mortgagor(s) at the same rate and terms as applicable for the regular share savings account.

RIDER #4

SECURITY FOR OTHER INDEBTEDIESS

PROTECTION OF LEGAL HOLDER'S SECURITY - If mortgagor(s) fail to perform the covenants and agreements contained in this mortgage or if any action or proceeding(s) is commenced which materially affects legal holder's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, "Civil or criminal forfeiture proceedings pursuant to the United States Code, as amended from time to time," arrangements, or proceedings involving a bankruptcy or decedent, then at legal holder's option, upon notice to mortgagor(s) may make such appearances, disburse such sums and take such action as is necessary to protect legal holder's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

If legal holder required mortgage insurance as a condition of making the loan secured by this mortgage, mortgagor(s) shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with mortgagor(s) and legal holders written agreement or applicable law. Mortgagor(s) shall pay the amount of all mortgage insurance premiums in the manner provided herein.

Any amounts disbursed by legal holder pursuant in this paragraph with interest thereon, shall become additional indebtedness of mortgagor(s) secured by this mortgage. Unless mortgagor(s) and legal holder agree to other terms of payment, such amounts shall be payable upon notice from legal holder to mortgagor(s) requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the outstanding principal balance under the terms and conditions of this note, unless payment of interest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require legal holder to incur any expense or take any action hereunder.

Initials

0530408085 Page: 9 of 9

RIDER #5

Upon request of mortgagor(s), legal holder at its option may prior to release of this mortgage, may make future advances to mortgagor(s). Such future advances with interest thereon, shall be secured by this mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the additional sums of money advances exceed one-half (1/2) of the principal amount secured by this

RIDER #6

LOAN RATE CHANGE

At no time during the original mortgage period or any subsequent renewals, the interest rate charged will not exceed 25.00% APR per annum.

RIDER #7

ASSIGNMENT

It is expressly understood and agreed that the holder may assign this installment note for value to a third party.

RIDER #8

MONTHLY PAYMENTS SUBMITTED - "MATURITY DATE"

Monthly payment submitted in funds not available until collected shall continue to bear interest until collected. If monthly payment becomes due and payable on a Saturday, Sunday energy holiday under the laws of the United States of America and/or the State of Illinois, the due date of said monthly nayment shall be nayable at the rate specified during such extension

• • •	of Mortgagors the day and year first above written.	
Lillia El	an [SEAL]	[SEAL]
LILLIAN EVANS	94	
	[SEAL]	[SEAL]
STATE OF ILLINOIS	[SEAL]	750
COUNTY of COOK	a Notary Public in and for the residing in said Cour	ty, in the state aforesə (1)O HEREBY CERTIFY
THAT	LILLIAN EVANS, DIVORCED AND NOT SINCE REM	
-	he same person(s) whose name(s) subscribed to the foregoing instrument	
acknowledged that SHE sign	<u> </u>	luntary act, for the uses and purposes therein set forth
Given under my hand and Notar	rial Seal this 30TH day of SEPTEMBER, 2005	·
Notary Public	MSpulof "OFI Ali	FICIAL SEAL" ce M. Sperlak

Notary Public, State of Illinois My Commission Exp. 07/29/2009