

# UNOFFICIAL COPY

RECORDING REQUESTED BY



WHEN RECORDED MAIL THIS DEED TO:

NAME: Carnival Enterprises  
ADDRESS: 501 W. 24<sup>th</sup> Place Unit 110  
CITY: Chicago, ILLINOIS 60616

Doc#: 0730939015 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/05/2007 08:45 AM Pg: 1 of 4

**SEND BENEFICIARY DEMAND REQUESTS  
AND LENDER CORRESPONDENCE BY EMAIL TO  
LIENMANAGEMENT@YAHOO.COM**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 2 day of February, 2007, between Shirley W. Goodwin, herein called Trustor, whose address is 501 W. 24<sup>th</sup> Place Unit #110, Chicago, Illinois 60616, Fidelity National Title Company herein called Trustee, and **CARNIVAL ENTERPRISES**.  
**Witnesseth:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in Cook County, Illinois, described as: See Exhibit "A" attached hereto and made a part hereof for complete legal description.

The property is commonly known as 501 W. 24<sup>th</sup> Place Unit #110, Chicago, Illinois 60616 TOGETHER With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of all amounts owing by Borrower, pursuant to a Note of even date, executed by a Borrower other than Trustor, in favor of Beneficiary or order. In addition to all amounts owing, Beneficiary is authorized to advance an additional amount of \$18,500.00 to Borrower or as directed by Borrower. THE ORIGINAL AMOUNT, AND SUCH ADDITIONAL AMOUNTS ADVANCED, SHALL ALL BE OWING BY BORROWER TO BENEFICIARY, PURSUANT TO THE NOTE. ALL SUCH AMOUNTS AND OBLIGATIONS OF THE NOTE ARE SECURED BY THIS DEED OF TRUST. 3. Payment of such further sums as Borrower, or any owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor, Agrees:** By the execution and delivery of this Deed of Trust and the rate secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county listed, noted below opposite the County name:

| COUNTY    | DATE    | BOOK | PAGE | COUNTY    | DATE   | BOOK | PAGE | COUNTY          | DATE    | BOOK | PAGE | COUNTY        | DATE    | BOOK   | PAGE   |
|-----------|---------|------|------|-----------|--------|------|------|-----------------|---------|------|------|---------------|---------|--------|--------|
| IMPERIAL  | 9/10/68 | 1267 | 574  | ORANGE    | 9/6/68 | 8714 | 147  | SAN BERNARDINO  | 9/6/68  | 7090 | 4    | SANTA BARBARA | 9/16/68 | 2244   | 922    |
| KERN      | 9/6/68  | 4195 | 363  | VENTURA   | 9/6/68 | 3363 | 84   | SAN LUIS OBISPO | 9/10/68 | 1489 | 429  | LOS ANGELES   | 8/28/68 | T 5910 | 842    |
| RIVERSIDE | 9/10/68 |      |      | ACCOUNT = | 87097  | YEAR | 1968 | SAN DIEGO       | 9/10/68 |      |      | SERIE 9 BOOK  | 1938    | PAGE   | 155820 |

hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; TRUSTOR AGREES TO ALL OF THE TERMS INCORPORATED BY REFERENCE, EVEN IF THE PROPERTY ACTING AS SECURITY FOR THIS DEED OF TRUST IS LOCATED IN A COUNTY NOT REFERENCED ABOVE. Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties, set forth in this Deed of Trust.

### ADDITIONAL TERMS OF DEED OF TRUST BY NON-BORROWER TRUSTOR

This Deed of Trust is executed by Trustor, in favor of Beneficiary, and shall provide security for the obligation of a Borrower ("Borrower"), owing to Beneficiary pursuant to that certain Note ("Note") dated the same date as this Deed Of Trust, and said Note is executed by Borrower in favor of Beneficiary. **TRUSTOR IS NOT THE BORROWER OF SAID NOTE.**

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**TRUSTOR IS PROVIDING THIS DEED OF TRUST AS SECURITY FOR THE REPAYMENT OF SAID NOTE. TRUSTOR IS NOT RECEIVING ANY OF THE PROCEEDS OR CONSIDERATION GIVEN BY BENEFICIARY, RELATING TO SAID NOTE.** Trustor is not liable upon the Note, but Trustor is executing this Deed of Trust at the request of and as an accommodation to Borrower and Beneficiary. In consideration for the financial accommodations extended by Beneficiary to Borrower, Trustor agrees as follows:

(b) Trustor waives any right to require Beneficiary to proceed against Borrower or any other person, firm or corporation or any security held by it, at any time, or to pursue any other remedy in its power and Trustor agrees that Beneficiary shall not be obligated to resort to any security, without in any way affecting the loan secured by this Deed of Trust or any covenant of Trustor.

(d) Trustor waives and agrees not to assert any duty on the part of Beneficiary to disclose to Trustor any facts that it may now or hereafter know about Borrower, regardless of whether Beneficiary has reason to believe that any such facts materially increases the risk, beyond that which Trustor intends to assume or has reason to believe that such facts are unknown to Trustor or has reasonable opportunity to communicate such facts to Trustor. Trustor is fully responsible for being and keeping informed of the financial condition of Borrower and all circumstances bearing on the risk of non-payment of any indebtedness of Borrower to Beneficiary.

(e) Trustor waives demand, protest and notice of any kind, including without limiting the generality of the foregoing, notice of the existence, creation or incurring of new or additional indebtedness or any action or non-action on the part of Borrower, Beneficiary, any endorser, any creditor of Borrower or Trustor under this or any other instrument, or any other person whatsoever, in connection with any obligation or evidence of indebtedness of Borrower held by Beneficiary as collateral or in connection with any such indebtedness.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Trustee Sale hereunder be mailed to him at his address hereinbefore set forth.

State of Illinois  
County of Cook

On November 2, 2007 before me, Sandra White

Notary Public, personally appeared: Shirley W. Goodwin

Shirley W. Goodwin  
Shirley W. Goodwin  
Notary Public, State of Illinois  
My Commission Expires May 24, 2008

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature Sandra White



|      |          |       |        |      |          |       |
|------|----------|-------|--------|------|----------|-------|
| 17   | 28       | 118   | 002    |      | 514      | 76002 |
| AREA | SUB-AREA | BLOCK | PARCEL | UNIT | WARRANTY | CODE  |

UNOFFICIAL COPY

1982 DIVISION  
SPECIAL FILE  
117 013  
Block 118 Parcel 001

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

AREA SUB-AREA BLOCK PARCEL UNIT  
17- 28- 118- 002

VOLUME  
514  
TAX CODE  
76002

SOUTH BRANCH ADD TO CHICAGO

(EX SW EXPWY)  
1/2 VAC ST E & ADJ  
(EX SW WXPWY)  
(EX SW EXPWY) 1/2 VAC ST W & ADJ  
UNITS PER DOC 25772804  
APPLEVILLE CONDO

| SEC. | TOWN | RANGE | LOT | SUB-LOT | LOT      | BLOCK |
|------|------|-------|-----|---------|----------|-------|
| 28   | 39   | 14    |     |         |          | 18)   |
|      |      |       |     |         | (1 to 8) |       |
|      |      |       |     |         | 1)       | 20)   |
|      |      |       |     |         |          | 20)   |

PRYOR-306113

Property of Cook County Clerk's Office

|      |          |       |        |      |         |       |
|------|----------|-------|--------|------|---------|-------|
| 17   | 28       | 118   | 002    | 1010 | 514     | 76002 |
| AREA | SUB-AREA | BLOCK | PARCEL | UNIT | WARRANT | CODE  |

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1882 DIVISION  
 SPECIAL FILE  
 Block \_\_\_\_\_ Parcel \_\_\_\_\_

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

AREA SUB-AREA BLOCK PARCEL UNIT  
 17- 28- 118- 002-1010

VOLUME  
 514  
 TAX CODE  
 76002

SEE SPECIAL FILE CARD FOR COMPLETE LEGAL

| SEC. | TOWN | RANGE | LOT | SUB-LOT | LOT | BLOCK |
|------|------|-------|-----|---------|-----|-------|
|      |      |       |     |         |     |       |

UNIT 110-AS PER DOC SAME  
 .615% INTEREST IN COMMON ELEMENTS IN

Property of Cook County Clerk's Office

PRYOR-306113