

THIS DOCUMENT PREPARED BY
~~MAIL TO:~~

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Niles Township Schools CU
5940 Lincoln Avenue
Morton Grove IL 60053

Doc#: 0812055030 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/29/2008 11:24 AM Pg: 1 of 6

When recorded mail to:
CU/America Title Services
450 E. 22nd St., Suite 240
Lombard, IL 60148

7003843

N O T E: THIS TRUST DEED CONTAINS A BALLOON PAYMENT

TRUST DEED SECOND MORTGAGE (ILLINOIS)

THIS INDENTURE WITNESSETH, That on **December 06, 2007** (hereinafter called the Grantor), Janet S. Owens an single woman of **Chicago, Illinois**, for and in consideration of the sum of **Twenty-Eight Thousand and 00/100 (\$28,000.00)** in hand paid, CONVEY(S) AND WARRANT(S) to **NILES TOWNSHIP SCHOOLS CREDIT UNION, 5940 Lincoln Avenue, Morton Grove IL 60053, an Illinois Corporation, incorporated under the Illinois Credit Union Act**, a 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 19 IN BLOCK 1 IN BRYANT AND BOSWELL'S SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/3 OF THE SOUTH 1/2 OF LOT 6 OF THE SCHOOL TRUSTEE'S SUBDIVISION AND THE BLOCK 3 OF DYMOND HOMSTEAD SUBDIVISION OF THE EAST 2/3 OF THE SOUTH 1/2 OF LOT 7 OF SAID SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PIN # 13-16-129-005-0000

Address of premises: **5345 w. Agatite, Chicago IL 60630**

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 (**NOTE AND CLOSED-END DISCLOSURE STATEMENT AND CREDIT AGREEMENT**) bearing even date herewith, payable to **NILES TOWNSHIP SCHOOLS CREDIT UNION** in the principal amount of **\$28,000.00**, payable in **119 semi-monthly**

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installments of \$279.23 plus one final installment of \$271.95, which represents reduction of the principal balance plus interest thereon at the rate of 7.000% 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 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 grantee herein, who is hereby authorized to place such insurance in 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.

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 7.000 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 7.000 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.

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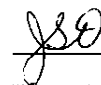
NOTWITHSTANDING anything to the contrary contained herein, the Grantor does further covenant and agree that it will not transfer, or cause to be transferred, or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise, in the mortgaged premises to 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: **Janet S. Owens**

IN THE EVENT of the removal from said Cook County of the grantee, or of its resignation, refusal or failure to act, then Lawyers Title Insurance Corporation 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.

This trust deed is subject to a first mortgage.



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Witness the hands and seals of the Grantor this 6th day of December 2007

Janet S Owens

Janet S. Owens (seal)

(seal)

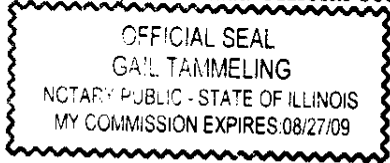
*****REQUEST FOR NOTICE OF DEFAULT*****
* AND FORECLOSURE UNDER SUPERIOR *
* MORTGAGES OR TRUST DEEDS *

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 C O O K)

I, GAIL TAMMELING, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Janet S. Owens**, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **she** signed, sealed and delivered the said instrument as **her** 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 6th day of **December 2007**.



Gail Tammeling

Notary Public

NILES TOWNSHIP SCHOOLS CREDIT UNION
Trustee

By : _____

JSC

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Deceased Joint Tenancy Affidavit

State of Illinois)
) SS
County of Cook)

Date: December 6, 2007

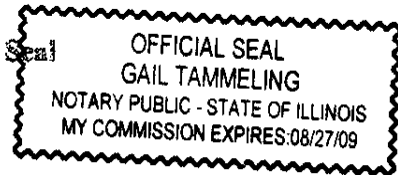
Commitment Number: 7003843

JANET S OWENS, being first duly sworn, for the purpose of inducing Specialty Title Services, Inc. to issue its title policy covering the land described in the above referenced commitment, deposes and says:

1. That he/she resides at 5345 W AGATITE, CHICAGO, IL 60630
2. That he/she was acquainted with PATRICK EDWARD OWENS, who died on _____ as evidenced by the attached copy of the death certificate.
3. That said decedent was one of the owners of the land described in the above-captioned commitment.
4. That said decedent died: Y Leaving no will and testament
_____ Leaving a last will and testament, a copy of which is attached
5. That the total value of said decedents estate for State of Illinois Inheritance Tax/Estate Tax and Federal Estate Tax purposes does not exceed \$ 0.

Janet S Owens
Affiants Signature

Subscribed and sworn before me this 6th day of December 2007



Gail Tammeling
Notary Public

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STATE FILE NUMBER

STATE OF ILLINOIS

MEDICAL CERTIFICATE OF DEATH

REGISTRATION DISTRICT NO. 1610
 REGISTERED NUMBER

DECEASED-NAME FIRST MIDDLE LAST
 1. Patrick Edward Owens SEX 2 Male DATE OF DEATH (MONTH, DAY, YEAR) 3 January 4, 2002

COUNTY OF DEATH
 4. Cook UNDER 1 DAY UNDER 1 YEAR UNDER 1 DAY UNDER 1 YEAR UNDER 1 DAY UNDER 1 YEAR
 5a. 57 5b. 5c. 5d. October 12, 1944 5e. 5f. 5g. 5h. 5i.

CITY, TOWN, TWP. OR ROAD DISTRICT NUMBER
 6a. Elk Grove Village HOSPITAL OR OTHER INSTITUTION-NAME (IF NOT IN EITHER, GIVE STREET AND NUMBER)
 6b. Alexian Brothers Medical Center IF HOSP. OR INST. INDICATE DOA, OPER. RM, INPATIENT (SPECIFY)
 6c. Inpatient

BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY)
 7. Chicago, Illinois MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (SPECIFY)
 8a. Married NAME OF SURVIVING SPOUSE (MAIDEN NAME, IF WIFE)
 8b. Janet Hart WAS DECEASED, EVER IN U.S. ARMED FORCES? (YES/NO)
 9. yes

SOCIAL SECURITY NUMBER
 10. 339-36-4589 USUAL OCCUPATION
 11b. Chief Engineer KIND OF BUSINESS OR INDUSTRY
 11c. School 12. College (1-4 or 5+)

RESIDENCE (STREET AND NUMBER)
 13a. 5345 W. Agatite CITY, TOWN, TWP. OR ROAD DISTRICT NO. 13b. Chicago INSIDE CITY (YES/NO) 13c. yes COUNTY 13d. Cook

STATE
 13e. Illinois ZIP CODE 13f. 60630 RACE (WHITE, BLACK, AMERICAN INDIAN, etc.) (SPECIFY)
 14a. white

FATHER-NAME FIRST MIDDLE LAST
 15. Stanley H. Owens RELATIONSHIP 17b. wife MOTHER-NAME FIRST MIDDLE (MAIDEN) LAST
 17c. Lillian A.M. Newman MAILING ADDRESS (STREET AND NO. OR R.F.D., CITY OR TOWN, STATE, ZIP)
 17d. Mrs. Janet Owens 17e. 5345 W. Agatite, Chicago, IL 60630

18. PART I. Enter the disease, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest.
 Immediate Cause (Final disease or condition resulting in death)
 (a) Non-Small Cell Lung Cancer
 (b) 4 mos
 (c) 4 mos

CONDITIONS, IF ANY WHICH GIVE RISE TO IMMEDIATE CAUSE (a) STATING THE UNDERLYING CAUSE LAST.
 PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in PART I.

DATE OF OPERATION, IF ANY
 20a. MAJOR FINDINGS OF OPERATION
 20b. 12/29/01
 (1) (ID) (DID NOT ATTEND THE DECEASED AND LAST SAW HIM HER ALIVE ON) (MONTH, DAY, YEAR)
 21a. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED.
 22a. SIGNATURE Anthony W. Estes (TYPE OR PRINT)
 NAME AND ADDRESS OF CERTIFIER (TYPE OR PRINT)
 22c. Dr. Edwin Priest 820 Reisterfield Rd., Elk Grove Village, IL 60007
 NAME OF ATTENDING PH/YSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT)

23. BIRTHPLACE (CITY AND STATE OR FOREIGN COUNTRY)
 24a. Bufilel CEMETERY OR CREMATORY-NAME LOCATION CITY OR TOWN STATE
 24b. Irving Park Cemetery 24c. Chicago, Illinois CITY OR TOWN STATE
 24d. Jan. 10, 2002 DATE (MONTH, DAY, YEAR)

25a. Matz Funeral Home 3440 N. Central Ave., Chicago, Illinois 60634 FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER
 25b. Anthony Estes Anthony W. Estes FUNERAL DIRECTOR'S SIGNATURE
 25c. 034-014999 DATE FILED BY LOCAL REGISTRAR (MONTH, DAY, YEAR)

26a. Karen L. Scott REGISTRAR ILLINOIS DEPARTMENT OF PUBLIC HEALTH - DIVISION OF VITAL RECORDS
 26b. Anthony W. Estes DATE SIGNED (MONTH, DAY, YEAR)

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named in item 1, and that this record was established and filed in my office in accordance with the provisions of the Illinois statutes relating to the registration of births, stillbirths and deaths.

DATE: JANUARY 8, 2002

SIGNED: Anthony W. Estes
 at Cook County Department of Public Health, Official Title, Chief Deputy Registrar