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TRUST DEED

THIS INDENTURE, made this 18 day of Work 2008
between PATRICIA ANN RYAN herein referred to as "Mortgagor", and JAMES P. RYAN an individual residing in Chicago, Illinois, herein referred to as Mortgagee or TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of Seventy Six thousand three hundred twenty and 33/00 (\$76,320.33) DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagor of even date herewith, made payable to JAMES P. RYAN and delivered, in and by which said Principal Note the Mortgagors promise to pay the interest accrued until maturity at the rate and of Seven (7) per cent per annum, and all of Illinois, as the holders of the note may, from time to time, in writing appoint and in absence of such appointment, then at the office of James P. Ryan, 9756 S. Hamilton Street, Chicago, Illinois 60643,



Doc#: 0814408183 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 05/23/2008 04:05 PM Pg: 1 of 4

NOW, THEREFORE, the Mortgagor 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 consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby accordingly deed, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and intracts therein, situate, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION ATTACHED

TOGETHER with all improvements, tengenests, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are ple legel 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 co...ult oning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm do as 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 articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, is successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of or State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successor and assigns.

WITNESS the hand and seal, of Mortgagors the day and year first above written.

PATRICIA ANN RYAN [SEAL]

STATE OF- ILLINOIS

COUNTY OF COOK

DENNIS M. SBENTAL

a Notary Public in and for the residing in said County, in the State aforesaid, DO
HEREBY CERTIFY THAT PATRICIA ANN RYAN who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, scaled and delivered the said Instrument as her free and voluntary at 500 the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

M/ and

___, 2008

Notary Public

OFFICIAL SEAL
DENNIS M. SBERTOLI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 30, 2009

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Mortgagors shall (a) promptly repair, restor or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without wast, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; © pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises;(e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges and other charges against the premises when due, and shall upon written request furnish to Trustee or holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep ass buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damages to Trustee for the benefit of the holders of the note to be evidenced by the standard Mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal to holders of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed experient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any tax 'here' of 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage 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 addition in use tedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the not shall never be considered as a waiver of any right accruing online on account of any default hereunder on the part or mortgagors.
- 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereof.
- 6. Mortgagors shall pay each item of i deb edness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal note, and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall o cur arid continue for three days in the payment of any interest or int the performance of any other agreement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall beer me the whether by acceleration or otherwise, holders of the note or Trustee shall have tile 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 note for attorneys dees, appraiser's fees, outlays for documentary and expert evidence, stenographers 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, title insurance policies, and similar data and assurances with respect to Title a. Trustee or holder of the note 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 the title to or the value of the premises. All expenditures and expenses of tile nature in this par shall become so much additional indebtedness secured hereby and min diately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise prematurity rate set forth thereon, when paid or incurred by the holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceeding to which either of them shall be a part, either plaintiffs, claimant or defendant by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure very of after accrual of such right to foreclose whether or not actually commenced. © preparations for the defense of any threatened suit or proceeding which might affect the promises 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 par graph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal note, with interest thereon as herein. This is, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 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 Mortges, as 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 increunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issue and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, por section, control management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income 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 occome superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a 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 a id a ailable to the party interposing same in an action at law upon the note hereby secured.
 - Trustee or the holders of the note 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 tile premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed of to exercise any power@r 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 employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- 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 note, 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 note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in with the description herein contained of the principal note and which purports 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 member on the principal note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.
- 14. Trustee may resign in writing filed fin the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Incase of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

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- This Trust Deed and all provisions hereof, shall extend to and be 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 s shall have executed the principal note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- 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 or 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 trust deed.

PREPARED BY AND MAIL TO: Dennis M. Sbertoli P.O. Box 1482 La Grange Park, Illinois 60526

Property of Cook County Clark's Office

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1) UNIT NO. 301, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"); LOTS 1 TO 6, BOTH INCLUSIVE, AND THE NORTH 3 1/2 FEET OF LOT 7 AND THE EAST ½ OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS 1 TO 6 AND SOUTH ½ OF VACATED ALLEY WEST BOTH AND ADJOINING LOTS 1 TO 6 AND SAID NORTH 3 ½ FEET OF LOT 7 IN BLOCK 1 IN CHARLES WADSWORTH'S SUBDIVISION OF THE EAST 661.05 FEET OF THE SOUTH 120 ACRES OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY MARQUETTE NATIONAL, BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 3 1972 KNOWN AS TRUST NUMBER 5901, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22866854; TOGETHER WITH AN UNDIVIDED 4.0827 % INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO CI'A VTS TO GRANTEE, HER SUCCESSORS AND ASSIGNS, RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, ORIGINALLY CREATED FOR THE BENEFIT OF SAID PROPERTY BY DECLARATION WHICH RESERVED TO TRUST NUMBER 5901, MARQUETTE NATIONAL BANK, ITS SUCCESSORS AND ASSIGNS THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFORESAID DECLAPATION. IN ADDITION TO THE RIGHTS AND EASEMENTS CREATED IN SAID ORIGINAL DECLARATION, SAID DECLARATION HAS BEEN SUBSEQUENTLY AMENDED AND OR EXPANDED BY CRAWFORD TERRACE CONDOMINUM ASSOCIATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED ABOVE, KNOWN AS CRAWFORD TERRACE CONDOMINIUM LOCATED AT 10002 SOUTH PULASKI ROAD, OAK LAWN, ILLINOIS. GRANTEL TAKE SAID PROPERTY SUBJECT TO DECLARATION ATTACHED HERETO AS EXHIBIT "B" WHICH RESERVES RIGHTS AND EASEMENTS FOR THE BENEFIT OF THE REMAINING PROPERTY KNOWN AS CRAWFORD TERRACF CONDOMINIUM LOCATED AT 10002 SOUTH PULASKI, ROAD, OAK LAWN, ILLINOIS.

THIS CONDOMINIUM DEED IS SUBJECT TO ALL RIGHT'S, EASEMENTS, RESTRICTIONS CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED ANS STIPULATED IN FULL HEREIN.

2) EXCLUSIVE USE AND RIGHT TO PARK IN GARAGE 11 DESCRIBED IN EXHIBIT "C" AND LOCATED ON THE PREMISES COMMONLY KNOWN AS CRAWFORD TERRACE CONDOMINIUM. EXCLUSIVE USE AND RIGHT TO PARK IS, HOWEVER, SUBJECT TO TERMS AND CONDITIONS OF THE AF DREMENTIONED DECLARATION. MEN OFFICE

P.I.N. 24-10-407-058-1014

Unit 301 10002 S. Pulaski Road, Oak Lawn, IL 60453 CKA