UNOFFICIAL CC

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



0834608105 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/11/2008 10:20 AM Pg: 1 of 3

The property identified as:

PIN: 15-10-436-030-0000

Address:

Street:

832 SOUTH 11TH AVENUE

Street line 2:

City: MAYWOOD

Lender:

Oak Financial

Borrower: CLARENCE & MARY RIVERS

Loan / Mortgage Amount: \$3,967.20

of County Clark's This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: F3A021AC-4973-4875-91CE-94B3244CB17C

Execution date: 12/04/2008

TRUST DEED	OFFICIAL COPY	
THIS INDENTURE, made 9-15-08	······································	
between HAMY & CLANGUE RIVALS PAM JOHNSON		
herein referred to as "Grantors" and G.P. O'C	Connor of	
Palos Heights, Illinois herein referred to as		
witnesseth: THAT, WHEREAS the Grantor have		
to pay to G.P.O'Connor, herein referre		
"Beneficiary" the legal holder of the Loan A	· · · · · · · · · · · · · · · · · · ·	
hereinafter described, the sum of		
Dollars (\$ $\partial 975.00$), evidenced by o	one certain	
Loan Agreement of the Grantors of even date		
made payable to the Beneficiary, and delivered,		
which said Loan Agreement the Grantors prom		,
the said sum $\frac{397}{100}$ in $\frac{36}{100}$ consecutive		(150.0:572)
	d by 3 at \$ //0.20, with the first installment beginn	
	same day of each month thereafter until fully paid. All of sains the Beneficiary or other holder may, from time to time, in writing	
the Loan Agreement is \$_319200	. The Loan Agreement has a Last Payment Date of	
NOW, THEREFORE, the Grantors to secure the	e payment of the said obligation in accordance with the terms, pr	ovisions and limitations of this Trus
	d agreements herein contained, by the Grantors to be performed,	
of One Dollar in hand paid, the receipt whereo.	· · · · · · · · · · · · · · · · · · ·	presents CONVEY and WARRAN
unto the Trustee, its successors and assigns, the f	following described Real Estate and all of their estate, right, title a	
being in the VIUAGE OF MAY WOO	COUNTY OF COOK	AND STATE OF ILLINOIS, to wit
section 10, Township 39 North Cook County, Illinois	Street addicion to Maywood, being a subd n, Range 12, East of the Third Principal	Meridian, in
PIN # 15-10-436-030-0000 and CKA: 832 South 11th Avenue		
	'S	
	is referred to herein as the "premises." TOGETHER with impr	oversents and fixtures now attached
together with easements, rights, privileges, inter- TO HAVE AND TO HOLD the premises unto therein set forth, free from all rights and benefits benefits the Grantors do hereby expressly release. This Trust Deed consists of two pages. The coincorporated herein by reference and are part he	is referred to herein as the "premises." TOGETHER with impress, rents, and profits the said TRUSTEE, its successors and assigns, forever, for the punder and by virtue of the Homestead Exemptions Laws of the See and waive covenants, conditions and provisions appearing on page 2 (the preof and shall be binding on the Grantors, their here, successors	urpose, and upon the uses and trust tate of Illivoic, which said rights and reverse side of this trust deed) an
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THE COVENANTS ERRED TO ON PAGE 1

(THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge as the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors 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 to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, 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 Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors 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, redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise 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 attorney's fees, and any other more y's advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be consider as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- The Trustee or Beneficiary hereby warms 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 in a vision 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.
- Grantors shall pay each item of indebtedne's the eigenmentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed st. al, notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default making payment of any installment on the Loan Agreement, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due w eth: by acceleration or otherwise, Beneficiary 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 additionar indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees. Trustee's fees, appraisers fees, outlay 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 abs racts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necess ay e ther 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 or the value of the premises. All expenditures and experses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage or estated in the Loan Agreement this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, 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 sui, the 1 reclosure 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 the security hereof, whether or not actually commenced
- 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 incidental 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 Loan Agreement, with interest thereon as herein provided; third, all principal and intract remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns 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 Grantors 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 the rents, issues and profits of said premises during 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 Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and rolling, and all other powers which may be necessary or are usual in such cases for the protection, session, control, management and operation of the premises during the whole of said period. I've Court from time to time may authorize the receiver to apply the net income in his hands in payments whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this 7, 13, 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; (2) the deficie.cy 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 and available o the party interposing same in an action at law upon note hereby secured.
- 11. Trustee or Beneficiary 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, nor shall trustee be obligated to record this Trust Deed or to exercise any power herein given unless

		in case of gross negligence or misconduct and Irus/ce r.av require indemnities satisfactory to	
Trustee bei	fore exercising any power herein given.		
	pon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall new full authority to release to		
Deed, the	lien thereof, by proper instrument.		
		ority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical	
powers and	d authority as are herein given Trustee.	1: ' I was the set Company of the set of the	
5. This Trust	Deed and all provisions hereof, shall extend to and be binding upon Grantors and all	persons claiming under or through Grantors, and the word "Grantors" when used herein shall	
include suc	ch persons and all persons liable for the payment of the indebtedness or any part thereo	of, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The	
term Bene	ficiary herein shall mean and include any successors or assigns of Beneficiary.		
ais instrur	ment was prepared by		
ing.			
·	OAK FINANCIAL	FOR RECORDERS INDEX PURPOSES	
	7300 W. COLLEGE DRIVE	INSERT STREET ADDRESS OF ABOVE	
		DESCRIBED PROPERTY HERE	
	PALOS HEIGHTS, IL 60463	DESCRIBED PROPERTY HERE	
	(708) 671-1165		
	A control of the cont		