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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0912139000 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/01/2009 08:42 AM Pg: 1 of 5

Report Mortgage Fraud
800-532-8782

The property identified as: **PIN: 20-22-303-017-0000** ✓

Address:

Street: 6741 S. Indiana ✓

Street line 2:

City: Chicago

State: IL

ZIP Code: 60637

Lender: First Consumer Credit

Borrower: Gregory Beacham

Loan / Mortgage Amount: \$8,853.25 ✓

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: 5C4857E8-B24C-46C3-B0F7-AF8A24B7589E

Execution date: 03/21/2009

SY
PS
SN
M.Y
R.W

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Prepared by: Carol Lakes
 After recording send to:
 First Consumer Credit, Inc.
 405 State Hwy 121 Bypass
 Bldg. A, Suite 250
 Lewisville, TX 75067

49083

TRUST DEED

THIS INDENTURE, made March 17, 2009, between Gregory Beacham **
 herein referred to as "Grantors", and Joel Tapper of
155 W 84th Chicago, IL 60620 Illinois, herein referred to as "Trustee", witnesseth:
 THAT, WHEREAS the Grantors have promised to pay to ClimateGuard Design & Instal, herein referred to as "Beneficiary",
 the legal holder of the Home Improvement Contract hereinafter call "Contract" and described, the sum of _____
EIGHT THOUS AND EIGHT HUNDRED
FIFTY-THREE & 2/100 Dollars (\$ \$8,853.25), evidenced by one certain Contract
 of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors
 promise to pay the said sum in 60 consecutive monthly installments: 60 at \$ \$185.37, followed by
 at \$ N/A, followed by _____ at \$ N/A, with the first installment beginning on
4/30, 2009 and the remaining installments continuing on the same day of each month thereafter until fully
 paid. All of said payments being made payable at 155 W 84th Chicago, IL 60620, or at such place as
 the Beneficiary or other holder may, from time to time, in writing appoint.
 The principal amount of the Contract is \$8,853.25. The Contract has a Last Payment Date of
3/30, 2019.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and
 limitations of the Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be
 performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, 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 interest therein, situate, lying and being in the city of: Chicago, COUNTY OF
Cook AND STATE OF ILLINOIS, to wit:

See Attached Legal Description Page 4
 AKA: 6741 S Indiana Chicago, IL 60637
 Parcel # 20-22-303-017
 **Add'l Title Holder (s):

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Trustee, its 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 the State of
 Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

COVENANTS, CONDITIONS AND PROVISIONS

- 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 within 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 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.

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2. 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 therefore. 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.
3. 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 right 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.
4. 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, or 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 moneys 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 Contract this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
5. The Trustee or Beneficiary 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 or claim thereof.
6. Grantors shall pay each item of indebtedness herein mentioned, 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 shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become due and payable, (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
7. When the indebtedness hereby secured shall become due, whether 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 additional 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 abstracts 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 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 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 the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary 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 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 the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

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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 Grantors at the time of application for such receiver and without regard to the then value of the premises or whether 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 the pendency of such foreclosure suit and, in case of a sale and 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 profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, 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 his hands in payments in whole or in part of: (1) 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 or of such decree, provided such application is made prior to foreclosure sale; (2) 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 and available to the party interposing same in an action at law upon the 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 expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.
13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.
14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in trust 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 be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" 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 person shall have executed the Contract or the Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

WITNESS my hand(s) and seal(s) of Grantors the day and year first above written.

Gregory Beacham (SEAL) _____ (SEAL)
 _____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS, }
COUNTY OF } _____

I, the undersigned,
 SS. a Notary Public in and for and residing in said County, the
 State aforesaid, DO HEREBY CERTIFY THAT
Gregory Beacham

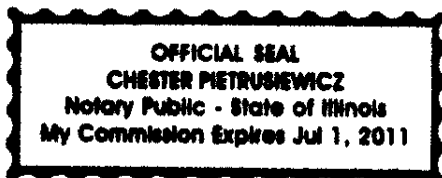
Who is personally known to me to be the same
 person _____ whose name is subscribed to the foregoing instrument,
 appeared before me this day in person and acknowledged that
he signed and delivered the said Instrument as
a free and voluntary act, for the uses and
 purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17 day of
March, A.D. 2009.

This instrument was prepared by Carol Lakes 405 State highway 121 Bypass Bldg A St 121
First Consumer Credit (Name) Lewisville, TX 75087 (Address)

Chester Pietrusiewicz
 Notary Public Chester Pietrusiewicz

(NOTARY SEAL STAMP)



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Legal Description

Lot 21 in McKey and Poague's Addition, being a Subdivision of Block 10 in Subdivision by L.C. Paine Freer receiver of the East $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

49683

Property of Cook County Clerk's Office