



TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 10, 1989 between Betty A. McCombs, a widow, not since remarried

herein referred to as "Trustors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: Betty A. McCombs THAT, WHEREAS Trustors are justly indebted to the legal holders of the Instalment Note (the "Note") made payable to THE ORDER OF BEARER and hereinafter described, said legal holder or holders being herein referred to as the "Holders of the Note"

in the Total of Payments of \$ or in the Principal or Actual Amount of Loan of \$ 40,000.00 together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the Rate of Charge set forth in the Note.

It is the intention hereof to secure the payment of the total indebtedness of Trustors to the Holders of the Note, within the limits prescribed herein whether the entire amount shall have been advanced to Trustors at the date hereof or at a later date.

NOW, THEREFORE, Trustors 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 Trustors 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 Trustee, its successors and assigns, the following described real property and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF Tinley Park, COUNTY OF Cook AND STATE OF ILLINOIS.

to wit: P. I. N. 27-24-211-018 AKA: 16235 76th AVE. TINLEY PK., IL. 60477

Lot Number 444 in Bremmentowne Estates, Unit Number 4 being a Subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 24, of part of the Southeast 1/4 of the Northwest 1/4 of Section 24, PF (Part of the Northeast 1/4 of the Southeast 1/4 of Section 24, of part of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 26 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

32045938 TRW REAL ESTATE LOAN SERVICES SUITE #1015 100 N. LA SALLE CHICAGO, IL 60602

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This Document prepared by: J. Lynn Gibson 517 E 12th Lockport, IL 60441 DEPT-01 T#1111 TRAN 5116 10/13/89 13:43:00 27184 4-89-486846 COOK COUNTY RECORDER \$12.25

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, belonging, and all rents, issues and profits thereof for so long and during all such times as Trustors may be entitled thereto (which are pledged 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 conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said premises whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Trustors or their successors or assigns shall be considered as constituting part of the premises.

TO HAVE AND TO HOLD the premises unto 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 Trustors do hereby expressly release and waive.

This Trust Deed is subject to a prior mortgage dated 19, executed by Trustors to as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ That prior mortgage was recorded on 19 in the Recorder's Office (or if the property is registered filed in the Office of the Registrar of Titles) of County, Illinois in Book of Mortgages at page

This Trust Deed consists of two 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 trustors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Trustors the day and year first above written.

[SEAL] Betty A. McCombs [SEAL] [SEAL] [SEAL]

STATE OF ILLINOIS, } I, Daniel R. Hicks } COUNTY OF Will } SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Betty A McComb, a widow, not since remarried

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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of October, 1989

Notarial Seal

Daniel R. Hicks Notary Public

OFFICIAL SEAL DANIEL R. HICKS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JULY 13, 1992

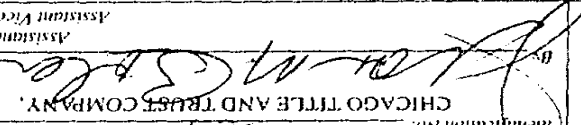
89486846

Handwritten signature/initials

MAIL TO:

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE
CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THIS
TRUST DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY,
Trustee,
Assistant Vice President
Identification No.


1. Trustee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (b) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (c) if the premises are or become damaged or destroyed, (d) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (e) comply with all requirements of law or municipal ordinances in said premises as required by law or municipal ordinance.

2. Trustee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (b) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (c) if the premises are or become damaged or destroyed, (d) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (e) comply with all requirements of law or municipal ordinances in said premises as required by law or municipal ordinance.

3. Trustee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (b) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (c) if the premises are or become damaged or destroyed, (d) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (e) comply with all requirements of law or municipal ordinances in said premises as required by law or municipal ordinance.

4. Trustee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (b) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (c) if the premises are or become damaged or destroyed, (d) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other hazards, and (e) comply with all requirements of law or municipal ordinances in said premises as required by law or municipal ordinance.

5. The Trustee or the Holders of the Note hereby secured making any payment authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared and returned 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, lien or claim thereon.

6. Trustee shall not be responsible for the payment of taxes or assessments, including interest and penalties, on any property which is the subject of this Trust Deed or on any property which is the subject of this Trust Deed or on any property which is the subject of this Trust Deed or on any property which is the subject of this Trust Deed.

7. When the indebtedness set forth in this Trust Deed shall become due whether by acceleration or otherwise, the Holders of the Note or Trustee shall have the right to foreclose the mortgage and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property.

8. The proceeds of any foreclosure sale of the premises, including all such items as are mentioned in the preceding paragraph hereof, shall be paid to the Holders of the Note or Trustee in accordance with the provisions of this Trust Deed, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property.

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 appeal, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property, and, in addition, to sell or otherwise dispose of the property.

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. If Trustee voluntarily shall set or convey the premises, in whole or in part, or any interest therein, or if some act or event divests themselves of title to the premises without obtaining the written consent of the Holders of the Note or Trustee, then the Holders of the Note or Trustee shall have the option to declare the unpaid balance of the indebtedness immediately due and payable. This option shall not apply if (a) the sale of the premises is permitted because the purchaser's creditworthiness is satisfactory to the Holders of the Note and (b) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by the Holders of the Note including, if required, an increase in the rate of interest payable under the Note.

11. 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. Trustee has no duty in examining the title, location, existence or condition of the premises, or to inquire into the validity of the signatures of the identity, capacity, or authority of the signatories on the Note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to file any power herein 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 recklessness or that of the agents or employees of Trustee.

12. Trustee shall release this Trust Deed and the lien thereon 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 is a party to this Trust Deed and who has been fully paid, and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or file without inquiry. Where a person herein designated as the maker hereof or which conforms in substance with the description herein contained of the Note and which points to be executed by the person herein designated as the maker hereof, 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 Note and which points to be executed by the person herein designated as the maker hereof.

13. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated (shall be Successor or Trust). Any Successor herein shall have the identical title, powers and authority as are herein given Trustee.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Trustee and all persons claiming under or through Trustee, and the word "Trustee" 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 persons shall have executed the Note or this Trust Deed.

15. 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.

01-16-2004