

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH, That the grantor, S Wayne and Doris Brady of 3017 W. Monroe St. Bellwood, IL 60104 for and in consideration of the sum of (\$ 45,000.00) Dollars, in hand paid, receipt of which is hereby acknowledged, convey... and warrant... to Illinois State Police Federal Credit Union, Trustee, of Wayne and Doris Brady (and

In case of the death, absence of said Trustee from said state or his inability or refusal to act, then unto Illinois State Police Federal Credit Union Springfield, IL 62701, as successor in trust, with like powers, duties and authorities as are hereby vested in said Trustee, the following described lands and premises situated in the County of Sangamon, and State of Illinois to wit:

The East 11.60 feet of Lot 28 and Lot 29 (except the East 5.80 feet thereof) in Block 1 in Subdivision of the North West 1/4 of the North East 1/4 of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

15-16-201-057-0000

together with all the improvements and fixtures now or hereafter to be placed thereon or attached thereto and all rents, issues and profits thereof, hereby releasing and waiving all right, under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained to have and to hold each, every and all of the same in fee simple, in trust nevertheless for the purpose of securing the performance of the covenants and agreements herein contained.

WHEREAS, the said Wayne and Doris Brady grantor, S. Justly indebted with one promissory note... bearing even date herewith, payable to the order of Bearer and delivered said principal note... for the sum of Forty Five Thousand Dollars and 00 Cents -- \$45,000.00 and payable in 60 monthly installments of: Six Hundred Forty Dollars and 79 Cents -- \$640.79 with the first payment due January 28, 1991

91016657

DEPT-01 RECORDING

13.00

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COOK COUNTY RECORDER

after the date thereof, with interest thereon until maturity at the rate of 12 1/2 per centum per annum, payable on the 28th day of each month and of 12 twelve in each year, which said installments of interest, until the maturity of said principal sum, are further evidenced by interest notes or coupons of even date herewith; all of said principal and interest notes bear interest after maturity at the highest rate for which it is now in such case lawful to contract, and all of said principal and interest payments being payable in lawful money of the United States of America at

NOW THEREFORE, in consideration of the premises, the grantor, S. hereby covenant... and agree... to pay promptly said indebtedness and interest thereon as in said note... provided, or according to any agreement or agreement... or changing the time of payment thereof... to pay all taxes and assessments levied upon said premises prior to the time that penalty... with attach in each year and deposit the receipts therefor with said Trustee; to permit or suffer no claim for labor or materials furnished or to be furnished upon said premises to pend against the same, and no nuisance or waste to or upon said premises; to deposit immediately with said Trustee, for the holder of said note... and the purchaser of said premises at any foreclosure sale thereof, a merchantable abstract of title... said real estate showing the title thereof from the Government to and including the date of the record of this conveyance or guaranty policy... to pay promptly at or before maturity thereof, all claims or demands that are or may become a lien, claim or cloud upon the title to said premises; to keep all buildings thereon in good repair and insured for the full insurable value thereof in companies to be approved by said Trustee against loss or damage by fire, lightning, tornadoes and wind storms until said indebtedness is fully paid with proper clauses making the same payable in case of loss to said Trustee, or in case of foreclosure the owner of the certificate of sale, and deposit said policies with said Trustee, and in case of loss said Trustee (or in case of foreclosure the owner of the certificate of sale) is hereby authorized to adjust, compromise and collect in his discretion all loss and claim for loss under any and all of such policies, and said grantor... hereby expressly covenant... and agree... to deliver to said Trustee, properly signed, all receipts, vouchers and releases which may be requested by said Trustee, or such insurance company, to be executed by an owner. In the event of the failure to insure or pay taxes or assessments, or to furnish such abstracts or guaranty policy or to pay all such further claims as aforesaid, then the owner or holder of the note... or any of them, secured by this conveyance may at his option order and pay for all or any of the same and all money so paid the grantor... hereby expressly agree... to repay immediately without demand and the same with interest from such dates of payment at 7 per cent per annum shall be an additional indebtedness secured hereby.

IT IS FURTHER COVENANTED AND AGREED by said grantor, S. that, in case of a breach of any of the covenants or agreements herein contained, the whole of said indebtedness, including principal and interest up to the time of such breach, and any sums of money disbursed as aforesaid shall, at the option of the legal holder of said note... or of any of them at once, without notice, become due and payable and the same with interest thereon at 7 per cent per annum from the time of such breach shall be recoverable by suit at law or by foreclosure hereof or both in like manner as if said indebtedness had matured by lapse of time, and that upon such breach a receiver may be appointed and it shall be lawful for said Trustee or for said Receiver to enter into and upon and to take possession of said premises and to let the same and to collect and receive all rents, issues and profits thereof; and said grantor, S. hereby assign... to said Trustee all the rents, issues and profits thereof and out of such rents and profits said Trustee or said Receiver shall pay first the costs of collection thereof and all attorneys' fees paid or incurred in obtaining such possession, the cost of keeping said premises in good repair and fully insured, all taxes and assessments against the same and then to apply the balance in his hands, in payment or reduction of the indebtedness secured thereby, or on account of any deficiency that may exist after sale in the foreclosure, and the grantor, S. waive... all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agree... that said Receiver may be appointed as a matter of right upon the filing of a bill to foreclose, without regard to the adequacy of the security, the solvency of the grantor, S. herein, or whether said premises are used as a homestead or not, and that whenever application is made for a Receiver under any provision of this deed, no bond shall be required of such applicant, and that the giving of any bond or security and notice of such application is hereby expressly waived.

IT IS FURTHER COVENANTED AND AGREED that said grantor, S. shall pay all costs and expenses paid or incurred by said grantee or by the holder or holders of said note... including all reasonable attorneys' and collectors' fees, appearance fees, all outlays for documentary evidence, taxed costs, stenographer's charges, cost of procuring or completing an abstract of title showing the title to said real estate down to and including the decree to be entered in any foreclosure suit or the cost of procuring a title guaranty policy in the name of the purchaser at any foreclosure sale to be had hereunder, in any suit in which the grantor herein or the holder or holders of the indebtedness secured hereby shall be plaintiff or defendant by reason of being a party to this trust deed or holder of said note... and that all such expenses shall be a lien upon the real estate aforesaid and shall be included in any decree ordering the sale of said premises and, in the above order shall be taken out of the proceeds of any such sale or sales thereof and the remainder thereof, if any, shall be paid to said grantor, S. or assigns upon reasonable request therefor.

WHEN ALL THE AFORESAID COVENANTS AND AGREEMENTS ARE PERFORMED said premises shall be released to the party entitled to such release upon payment of reasonable charges therefor.

IN THE EVENT of the death, inability, removal or absence from said Cook County of the trustee, or of his refusal or failure to act, then Recorder of Deeds of said County, is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fail or refuse 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 the aforesaid covenants and agreements are performed, the trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNESS the hand... and seal... of the grantor... this 24th day of December A.D. 19 90

(SEAL) Wayne Brady (SEAL) Doris Brady (SEAL)

1300

91016657

TRUST DEED

No. _____

TO _____

STATE OF _____

County }
} ss: No. _____

This instrument was filed for record in the Recorder's office of _____ County aforesaid, on the _____ day of _____ 19____

at _____ o'clock _____ M. and recorded in Book _____ of _____ on page _____

RECORDER

Filed to : *T. Nelson &*

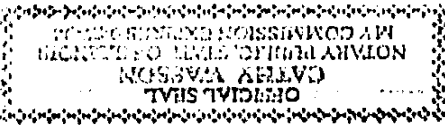
Illinois State Police
Federal Credit Union
201 E. Adams, Suite 150
Springfield, IL 62701
217-782-8756

Perfection Legal Forms & Printing Co., Rockford, Ill.

Property of Cook County Clerk's Office

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The signature of the undersigned is endorsed upon the margin of all notes secured hereby for the purpose of identification.

Notary Public, _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Wayne and Doris Brady personally appeared before me this _____ day of _____, 19____, known to me to be the same person, whose name _____ signed, sealed and delivered the said instrument as _____ 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 notarial seal this _____ day of _____, A.D. 19____ and I hereby further certify that upon this date I am duly commissioned and authorized by the laws of said state to take acknowledgments of deeds.

State of _____ }
County of _____ }
ss. _____

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