

# UNOFFICIAL COPY

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## RECORDATION REQUESTED BY:

MIDLOTHIAN STATE BANK  
3737 W 147TH STREET  
MIDLOTHIAN, IL 60445-0805

## WHEN RECORDED MAIL TO:

MIDLOTHIAN STATE BANK  
3737 W 147TH STREET  
MIDLOTHIAN, IL 60445-0805



## SEND TAX NOTICES TO:

DIANE BOWIE  
4333 W. 21ST ST.  
CHICAGO, IL 60623

RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ON AUGUST 7, 1993, AT 10:45 AM, BY THE RECORDER'S STAFF  
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## DEED OF TRUST

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THIS DEED OF TRUST IS DATED AUGUST 7, 1993, among DIANE BOWIE, DIVORCED AND NOT SINCE REMARRIED, whose address is 4333 W. 21ST ST., CHICAGO, IL 60623 (referred to below as "Grantor"); MIDLOTHIAN STATE BANK, whose address is 3737 W 147TH STREET, MIDLOTHIAN, IL 60445-0805 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MIDLOTHIAN STATE BANK, whose address is 3737 W 147TH STREET MIDLOTHIAN, IL 60445-0805 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 11 IN BLOCK 4 IN T.P. PHILLIPS EQUITABLE LAND ASSOCIATION, SECOND ADDITION TO CHICAGO, IN THE SE 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4333 W. 21ST ST., CHICAGO, IL 60623. The Real Property tax identification number is 16-22-421-009.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means MIDLOTHIAN STATE BANK, its successors and assigns. MIDLOTHIAN STATE BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Existing indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Deed of Trust.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation DIANE BOWIE.

Guarantor. The word "Guarantor" means and includes without limitation, any and all co-operators, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means MIDLOTHIAN STATE BANK, its successors and assigns.

Note. The word "Note" means the Note dated August 7, 1993, in the principal amount of \$14,476.30 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The currently scheduled final payment of principal and interest on the Note will be due on or before August 7, 2001. The maturity date of this Deed of Trust is August 7, 2001.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means MIDLOTHIAN STATE BANK and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Applicable amount of Premium will be payable when there is damage to the Property or damage to the estimated cost of repair of such damage.

Underwriters security is impaired, underwriter may do so within fifteen (15) days of the casualty, whether or not independent address, payment of any loss or damage to the Property, or the restoration and repair of the Property, if underwriter elects to apply the deduction of the premium paid or deposited for such expenses in a manner satisfactory to underwriter.

Upon settlement of premium, pay from underwriter to underwriter for services performed and improvements made in respect of damage to the Property, or the restoration and repair of the Property, if underwriter elects to apply the deduction of the premium paid or deposited for such expenses in a manner satisfactory to underwriter.

Underwriter shall be liable for damages to the Property, or the restoration and repair of the Property, if underwriter elects to apply the deduction of the premium paid or deposited for such expenses in a manner satisfactory to underwriter.

Underwriter may make good of loss if underwriter fails to do so within fifteen (15) days of the casualty, whether or not independent address, payment of any loss or damage to the Property, or the restoration and repair of the Property, if underwriter elects to apply the deduction of the premium paid or deposited for such expenses in a manner satisfactory to underwriter.

**Minimum coverage of insurance.** Grantee shall produce and maintain policies of fire insurance standard extended coverage with standard extensions on a replacement cost basis, which insures all improvements in an amount sufficient to avoid application of any deductible or coinsurance clause, and which insures all standard motoragage loans in favor of the lender, together with other hazard and liability insurance as lender may reasonably require. Policies shall be written in form, amount, coverages and basis reasonably acceptable to lender and issued by a company of comparables reasonably acceptable to lender. Grantee, upon request of lender, shall be given a copy of the policy.

PROPERTY DAMAGE INSURANCE. The following provisions relating to this Deed of Trust.

Property, and the appropriate documents (deeds, title transfers, etc.) will be delivered to the Buyer at the time of closing or as otherwise agreed by the parties.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim, in connection with a good faith dispute over the object(s) to which it relates. Grantor shall have the right to contest such claim in the manner provided by law. If a final decision is rendered in favor of the claim, Grantor shall pay, so long as expenses are reasonable, all costs of defense and attorney fees, including reasonable compensation for legal services, to the extent that such expenses are not otherwise recoverable under applicable law. The expenses of defense shall be paid by the party who incurred them, unless otherwise provided by law.

Perseverance, firmness and impatience levied against the party prior to delinquency, / all losses, special losses, assessments, charges (including water and sewer), fires and other expenses levied against the party for the removal of taxes and assessments levied in the name of the party, and the amount of taxes and assessments levied in the name of the party.

**TAXES AND DEDUCTIBLES** The following procedures will help you determine what expenses are deductible.

Compliance with Governmental Requirements. Grantor shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may consent in good faith to any such ordinary procedure, or regulation and withdrawal of an otherwise valid opinion, if such procedure, or regulation, or withdrawal of an otherwise valid opinion, will not result in a substantial loss to the grantee.

Duty to Protect. Grantor agrees neither to take nor leave unreasonably necessary to protect and preserve the Property.

Severance. In this section, "which form the grantee, which form the grantor, and use of the Property are reasonably necessary to protect and preserve the Property. Grantor shall do other acts, in addition to those acts

larcher's interests and to inspect the terms and conditions of his property for purposes of guarantee.

Leaders. As a condition to the demand of any improvements, Leader may require Granger to make arrangements satisfactory to Leader to render to Granger such improvements with improvements of at least equal value.

of the uss and shall not be breached by Lender's acquisition of any interest in the property, whether by foreclosure or otherwise.

hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event of a claim by third parties arising from the conduct of business of any of the Borrowers which may be brought against Lender by reason of its relationship to the Borrowers, and (b) agrees to hold harmless Lender from any damages resulting from such conduct.

Hazardous Substances. The terms "hazardous substance," "hazardous waste," "hazardous substances," and "hazardous wastes," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Remediation Act of 1980, as amended.

any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Deed of Trust, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has the full right, power and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Deed of Trust:

**Existing Lien.** The lien or interest in the Deed of Trust securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to AMSI. The existing obligation has a current principal balance of approximately \$20,700.00 and is in the original principal amount of \$20,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Deed of Trust shall become immediately due and payable and this Deed of Trust shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDAMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

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**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve, (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements

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**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshaled. In the event nothing is left to the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Wavier of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or preclude the Party's rights otherwise to demand strict compliance with that provision or any other provision. Each Lender may pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or otherwise to collect any debt due under this Deed of Trust.

**Selection of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or preclude the selection to make expenditures or to take action to realize on any obligation of Grantor under this Deed of Trust after the failure of Grantor to perform any of its covenants.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in the Law or Trust or Note or by law.

Appointee Receives. Lender shall have the right to have a recipient apprise him of his position in writing and shall be entitled to take possession of all or any part of the Property, with the power to proceed, over and above the costs of the reversioner, against the last holder, and to collect the same from the Property, without bond or security, and to recover the same by law, proceedings, over and above the costs of the reversioner, against the last holder, and to collect the same from the Property, without bond or security, and to recover the same by law, unless otherwise provided by law.

Collect Rent. Lender shall have the right, without notice, to take possession of and manage the Property and collect the Rent, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In the event of a default by the Borrower, Lender may sue for the Rent in addition to any other remedies available.

Excluding Indebtedness, or commingling Indebtedness of under any instrument on the Property securing any Existing Indebtedness, or default shall occur under any suit or other action to foreclose any existing lien on the Property.

ARTICLES AND REMEDIES ON DEBT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, may cause any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accessories Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which accrues, without being required to pay.

Forfeiture. The trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCR Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

insecurity. Lanchi's transitory dreams tell us where.

Events After Declaring Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the indebtedness or such Guarantor

Within any place provided without limitation any agreement concerning any independence of other obligation of Guarantor to  
within any place provided by Guarantor under the terms of any agreement or otherwise than may be agreed

Landers, *et al.*, 2008). This study is the first to examine the relationship between the number of hours worked per week and the risk of developing depression among women.

In the event of a good faith dispute by Grantee as to the validity or reasonableness of such claim and unless such a timely bond for the claim satisfies to  
the satisfaction of the claimant, Grantee shall pay all reasonable expenses of defense and attorney's fees.

Foreclosure, Foreclosure, etc. Documentation of foreclosure proceedings, whether by judicial proceeding, self-help, repossession or other method, by any creditor, attorney or law firm, trustee, receiver, sheriff, marshal, or any other party.

The commonwealth of Massachusetts, by its General Court, has enacted a law, which, among other things, provides that no person shall contribute to an election or to a political meeting, or to a political organization, or to a political party, more than \$500 in any one year.

**Insolvency.** The insolvency of a creditor, appointment of a receiver for any part of Gratiator's property, any assignment for the benefit of creditors, or the withdrawal of shareholders, or the cessation of business by any of the creditors, shall be足以使Gratiator's creditors to sue for payment.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Document, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Article 11, Section 1 of the Constitution, in the opinion of Leibniz, such constitutions as those of England, France, Germany, &c., were the best of governments.

unredacted by law shall be paid by Grantor, if permitted by applicable law.

Agreement of Any Discrepancy Statement on the Evidence in Landlord's Security Deposit in the Rents and the Personal Property. Any discrepancy fee

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## DEED OF TRUST (Continued)

Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Illinois. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension, without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Deed of Trust.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.**

GRANTOR: *Diane Bowie* (SEAL)  
 DIANE BOWIE

93635232

Signed, acknowledged and delivered in the presence of:

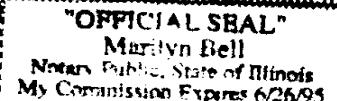
Witness \_\_\_\_\_

Witness \_\_\_\_\_

This Deed of Trust prepared by: DANA RUSSELL  
3737 W. 147TH ST.  
MIDLOTHIAN IL 60445

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)  
COUNTY OF Cook)  
J.S.



On this day before me, the undersigned Notary Public, personally appeared DIANE BOWIE, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of August, 1993  
By: *Marilyn Bell*  
Notary Public in and for the State of Illinois

Notary Public in and for the State of Illinois  
My commission expires 6/26/95

# UNOFFICIAL COPY

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To: \_\_\_\_\_ Date: \_\_\_\_\_  
Borrower: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secure by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust which is delivered to you together with this Deed of Trust, and to record it without warranty, to the parties designated by the terms of this Deed of Trust, the title now held by you under this Deed of Trust. Please mail this

RECEIPT OF PAYMENT TO: \_\_\_\_\_

RECEIPT FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

(Continued)