

THE GRANTOR:

Hayward Edmond and Shirley Edmond, his wife of 21 Apache, Park Forest IL 60466, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid grant to:

94896698

Daniel R. Bailey and Donald A. Ladenberger of c/o 205 Grant Street, Park Forest IL 60466 as TRUSTEE the following described Real Estate situated in the County of Cook in the State of Illinois ("Property"):

(LEGAL DESCRIPTION AND TAX NO. ON REVERSE SIDE HEREOF)

P.I.N: 32-30-209-010

Property Address: 21 Apache, Park Forest IL 60466

With GRANTOR hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. GRANTOR agrees to pay all taxes, liens, and assessments of any kind upon the Property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the Property tenantable and in good repair and free of liens. In the event of failure of GRANTOR to comply with any of the above covenants, then GRANTEE is authorized to do the same and pay the bills therefor, which shall, along with interest thereon at the rate of 1 1/4% PER MONTH, become due to GRANTEE immediately, without demand. If GRANTOR fails to make any payments or perform any obligations hereunder, and if GRANTOR fails to correct any such failures within 15 days written notice by GRANTEE, GRANTEE may declare the whole indebtedness due immediately and, at GRANTEE'S discretion, take possession of and title to the premises, or proceed with a sale of the premises to pay all debts due to GRANTEE hereunder. For all purposes of this agreement, notice shall be deemed to have been given to GRANTOR if and when mailed by first class mail to Daniel R. Bailey and Donald A. Ladenberger at the Property address. GRANTOR also agrees to make GRANTEE an additionally insured party on the insurance on the Property and to provide GRANTEE with a copy of such insurance policy and all paid receipts therefor. Such insurance policy shall contain a provision that it shall not be revocable without written notice to GRANTEE. At GRANTEE'S option, GRANTEE may pay the insurance and real estate taxes on the Property and in such case, GRANTOR agrees to pay GRANTEE in advance monthly payments equal to one/twelfth of 110% of the last known annual bill for real estate taxes and insurance on the Property. GRANTEE agrees to repay GRANTOR for any deficiencies in the tax or insurance escrows within 15 days of written request by GRANTOR to GRANTEE to do so.

AS FURTHER SECURITY GRANTOR hereby assigns and transfers to GRANTEE all the rents, issues, and profits of the Property, from the present date and authorizes GRANTEE to sue for, collect, and receipt the same, to serve all necessary notices and demands, and to bring damage or forcible detainer proceedings to recover Property, to rent the Property at its discretion, and to apply any rent money to this indebtedness, and it shall not be the duty of GRANTEE to inquire into the validity of any such assessments, taxes, liens, encumbrances, interest, or advancements.

IN TRUST FOR THE PURPOSE OF SECURING PERFORMANCE

OF THE FOLLOWING OBLIGATION AND NOTE:

Six Thousand Five Hundred Dollars (\$6,650.00) at \$120.00 per month -- October 12, 1994

We, Hayward Edmond and Shirley Edmond, his wife, GRANTOR, promise to pay to the order of Daniel R. Bailey and Donald A. Ladenberger, GRANTEE, the sum of SIX THOUSAND SIX HUNDRED FIFTY DOLLARS (\$6,650.00) payable in monthly installments of \$120.00 per month beginning November 1, 1994 at the following address: c/o 205 Grant Street, Park Forest IL 60466 (or such other address as GRANTEE shall direct) with interest at the rate of 11 1/2% per annum with payments of all amounts then due hereunder due on the first day of each month beginning November 1, 1994, and with a final payment of all monies due to GRANTEE under this agreement on or before October 1, 1999 unless earlier paid. Payments made more than fifteen days after the due date will be considered late and in violation of this agreement. GRANTOR agrees to pay GRANTEE a service charge of 5% of the amount due for each late payment and a service charge of \$25.00 for any check written by or on behalf of GRANTOR under this Agreement which is returned unpaid to GRANTEE. There shall be no prepayment penalty. Prepayments must be in amounts of at least the balance due or at ONE HUNDRED DOLLARS (\$100.00), whichever is less, unless otherwise agreed by both parties.

TO SECURE PAYMENT of said amount and to guarantee performance by GRANTOR or the terms of this Agreement, the undersigned GRANTOR authorizes irrevocably any attorney of any Court of record of any County or State in the United States to appear in Court at any time after maturity or default under this note and confess judgment without process in favor of GRANTEE and against GRANTOR in the amount due and owing to GRANTEE plus all costs of collection, legal costs, and attorney's fees plus interest at the rate of 1 1/4% per month on all amounts due and unpaid to GRANTEE under this Agreement; and to waive and release all errors and to consent to immediate execution upon such judgment, hereby ratifying and affirming all that the said attorney may do by this authority. No other adult person, except for the spouse, parents, or children of GRANTOR, may reside at the Property without the written consent of GRANTEE. If any other adult person resides at this Property, then such person shall hereby agree and consent to the terms of this Agreement as being personally binding on such person in addition to GRANTOR, and GRANTOR agrees to obtain from such person a signed consent to be bound by the terms of this Agreement and to deliver such signed consent to GRANTEE prior to such person becoming a resident of this Property.

IN THE EVENT the GRANTEE becomes unable or unwilling to serve then the Successor Trustee to the TRUSTEE shall serve as TRUSTEE. Any TRUSTEE is entitled to be compensated for services performed under this Trust Deed. If any provisions of this Trust Deed shall be invalidated by law, then such provision shall be ineffective to the extent of its invalidity without invalidating or affecting the remainder of such provision or the remaining provisions of this document.

DATED THIS October 12, 1994.

Hayward Edmond (seal)
Hayward Edmond

Shirley Edmond (seal)
Shirley Edmond

STATE OF ILLINOIS, COUNTY OF COOK)ss
The undersigned Notary Public in and for said County and State does certify that Hayward Edmond and Shirley Edmond, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that this instrument was signed, sealed and delivered as a free voluntary act for the uses set forth herein, including release and waiver of the Right of Homestead.

Given under my hand and notarial seal this October 12, 1994.

OFFICIAL SEAL
DAVID R BARR

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/23/97

David R Barr
Notary Public (D0CARRBARR)R0M

This instrument prepared by David Barr, Attorney, 21322 Kildare, Matteson IL 60443 (708) 748-6100

MAIL TO:
David R. Barr
21322 Kildare Ave.
Matteson IL 60443

SEND SUBSEQUENT TAX BILLS TO:
Hayward Edmond
21 Apache
Park Forest IL 60466

50147620

Equity title
415 N. LaSalle/ Suite 402
Chicago, IL 60610

94896698

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MAIL TO

UNOFFICIAL COPY

LEGAL DESCRIPTION:

Lot 10 in Block 6 in Village of Park Forest Area No. 1, being a Subdivision of part of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the South Right of Way Line of the Elgin, Joliet, and Eastern Railroad, according to the Plat thereof recorded June 25, 1951 as Document No. 15107641, in Cook County, Illinois.

P.I.N: 32-30-209-010

ADDRESS: 21 Apache, Park Forest IL 60466

DEPT-01 RECORDING
\$23.50
16999 TRAN 5897 10/20/94 13:57:00
#038 # DM * -94-896698
COOK COUNTY RECORDER

94896893

Property of Cook County Clerk's Office