

94047971

THIS INDENTURE WITNESSETH, That the grantor, WAYNE BRADY and Doris J. Brady H&W of 3017 W MONROE ST BELLWOOD, IL 60104 for and in consideration of the sum of

***49,000.00 (STATE POLICE FCU) Dollars, in hand paid, receipt of which is hereby acknowledged, conveyance and warrant... to ILLINOIS WAYNE BRADY and Doris J. Brady H&W (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 FCU of SPRINGFIELD, ILLINOIS as successor in trust, with like

powers, duties and authorities as are hereby vested in said Trustee(s), the following described lands and premises situated in the County of Cook and State of IL to wit:

The East 11.60 Feet of Lot 28 and Lot 29 (Except the East 5.80 Feet Thereof) in Block 1 in the Subdivision of Lot2 of School Trustees' Subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 16, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING 23.50
T#0888 TRUN 5352 01/14/94 10:09:00
#2754 # #--54--047971
COOK COUNTY RECORDER

P.I.N. 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 rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and all right to retain possession of said premises in 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 BRADY and Doris J. Brady H&W

grantor, justly indebted upon ONE promissory note... bearing even date herewith, payable to the order of Bearer and delivered said principal note... being for the sum of (\$***49,000.00)

and payable IN MONTHLY INSTALLMENTS OF (\$*****593.53)

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12.000

28TH

after the date thereof, with interest TWENTY PER CENT (2%) security at the rate of _____ per centum per annum, payable on the _____ day of each month and of _____ in each year, which said payments 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, hereby covenants... and agrees... to pay promptly said indebtedness and interest thereon as in said note... provided, or according to any agreement or agreement extending or changing the time of payment thereof... to pay all taxes and assessments levied upon said premises prior to the time that penalty will attach in each year and deposit the receipts therefor with said Trustee; to permit or suffer no claim for lien for labor or materials furnished... 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 to 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 covenants... and agrees... 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 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 any of the same and all money so paid the grantor, hereby expressly agrees... 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, 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, hereby assigns... 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, waives... all right to the income from said premises pending such suit and until the period of redemption from any sale hereunder expires and agrees... 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, 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, 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 solicitors' fees, appearance fees, all outlays for documentary evidence, taxed stamps, 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 arising from 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... 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 _____ 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 17th day of December A.D. 1993

(SEAL) Wayne Brady, Sr. (SEAL)
(SEAL) Doris J. Brady (SEAL)

Wayne Brady, Sr. 2350
Doris J. Brady

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____

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

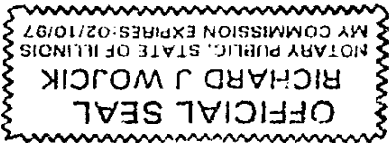
RECORDER

Prepared by: Jeff Smith

Return to: Illinois State Police
Federal Credit Union
201 E. Adams Suite 150
Springfield, IL 62701

UNOFFICIAL COPY

Property of Cook County Clerk's Office



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

Notary Public

Richard J. Wojcik

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, act for the uses and purposes therein set forth, including the release and waiver of the right of homestead, known to me to be the same person, whose name _____ ARE _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ 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.

_____ hereby certify that _____ the undersigned, a Notary Public in and for said County, in the State aforesaid, do

State of ILLINOIS }
County of COOK }
ss. }

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