. DEPT-01 RECORDING

\$25.50

- 140008 TRAN 8991 56/20/97 10:26:00
- #3639 # BJ #-97-444249
- COOK COUNTY RECORDER

4003/400					
TRUST DEED	0		THE ABOVE	SPACE FOR RECORDER	IS USE ONLY
Ecm-1	10	4.17-c	10 <i>GO</i> houses the		
THIS INDENTUR	LE, made	acrein referred to as "	GPA	NT PAZEE	
		LAKE ST. CHARLES			
	-	romised to pay to NTEDOR			
referred to as "Ber	neficiary", the legal	holder of the horse impro	vement Contract hereisa	fler called "Contract"	and described, the
sem of	14.823	.00	_		
POURTERS TH	OUSAND BIGHT H	UNDERD THEFTY THELD	00/100	Dollars (\$	14,823.00 ),
		he Grantors of even date he			
•		se to pay the said sum in 10			
WHICH HER CONTRA	at are Orienters brown	, followed by		is de San instal	imens beginning on FA
followed by	_ = >	, tollowed by	. **	, with the little motal	mesa regulating on W
(Mande & Day)	, 19	and the remaining installm	ents continuing on the lan	27.2 OITA OA CUCU MODUUS	mescaries amin sami
and All of said a	erments being made	payable at 4103 ST CHI	RLES ROAD, BELLM	(CT) IL 60104	, &
		ciary or other holder may,			Ņ
The existing area	t place as an account	is \$	8,715.00	The Control of Bas a La	L) Pryment Date of LC
			· ·		
	, 19	·'			Sc.
NAME STOTES	7057 4. 0	to secure the payment of	da mid ablimation in ac	confunce with the ter	nut provisions and
NOW, THERE	Trest Dood, and if	he performance of the cov	counts and agreements !	herein contained, by	the Cantons to be
performed and als	en in co <b>nsideration</b> of	the sum of One Dullar in h	and paid, the receipt who	reof is hereby acknow	riedged, do by these
presents CONVEY	I and WARRANT w	nto the Trustee, its successo	es and assigns, the follow	ring described Real E	state and all of their COUNTY
	nd interest therein, sit	mate, lying and being in the g	STATE OF ILLINOIS	to wit:	,COON11
OF SOUTH 4	FEST OF LOT 11	AND THAT PART OF		PIN#15-09-11:	8-062
SOUDIVISION	OF BLOCK "C" H	OT FALLING IN VACAS	TED OAK STREET IN		
		L BEATE CORPORATION			
PART, A STRO	IVISION IN THE	NEST HALF OF SECT. excribed, is referred to hen	in as the "tormises."	,	
wante, with our b	where water	management in thingston an unit			

TOGETHER with improvements and fixtures now attached together with essentents, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and stusts herein set forth, free from all rights and benefits under and by virtue of the Homestend Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

## UNOFFICIAL COPY

Property of Cook County Clerk's Office

## COVENANTS, CONDITIONS AND ROVESIONS IAL COPY

- 1. Grantors shall (1) promptly repair, rentore or rebuild any buildings or improvements now or hereafter on the premises which may become duringed or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other lieus or claims for lieu not expressly subordinated to the lieu hereof; (3) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lieu to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or numicipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or numicipal ordinance.
- 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special ancestments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary deplicate receipts therefore. To prevent default hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to content.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard surgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form an manner depend expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or chain thereof, or redeem from any tax sale or forf iteral affecting said premises or context any tax or assessment. All moneys paid for any of the purposes herein authorized and all express paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary of protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become including the and psyable without notice and with interest thereon at the samual percentage rate stated in the Contract this Trust Deed accrete. Innction of Trustee or Beneficiary shall never be considered as a waiver of any right accreting to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary hereby secured making any payrant hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, with forfeiture, tax lies or tide or claim thereof.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid in abstractions secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become and any able (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately it (ill or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written content.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Localiciary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or included an additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or or included of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, outlay for decreasing and expent evidence, sale supports charges, publication costs and costs (which may be estimated as to items to be expended after entry of decree) of procuring all such abstracts of title, site searches and examinations, guarantee policies. Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may decan to be reasonably seconasty either to proceed the suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankraptey proceedings, to which either of them shall be a party, wither as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclose hereof after accrual of such night of foreclose whether or not actually commenced.
- 6. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtechess additional to that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

## **UNOFFICIAL COPY**

Proberty of Cook County Clark's Office

- 9. Upon, or at any time after the full of a time flow there the strong Deed the court of which such bill is filed may appoint a receiver of said premises. Such appointment may be made either velore or after sale, without matice, without regard to the notvency for imotivency of Grantors at the time of application for such receiver and without regard to the them value of the premises or whether the same shall be then occupied as a homestood or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rests, issues and profits of said premises there are pendicuty of such foreclosure sult and, in case of a sale and a deficiency, thering the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rests, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payments in whole or in part of: (1) The indebtodness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
  - 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.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no fact to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to electise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power. Serein given.
- 13. Upon presentation of satisfact by evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall nave full authority to release this Trust Deed, the lien thereof, by proper instrument.
- 14. In case of the resignation, fambility or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunds; shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, sind entend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used here's deall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons deal have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors (r assigns of Beneficiary.

  WITNESS the hand(s) and seal(s) of Grantors the day and year first along written.

TARREST IN SHEETEN	///// (SEAL)	(SEAL)	
STATE OF ILLINOIS,	1. PATRICIA	ng in and County, in the State aforesaid, DO	
County of Cook.	HEREBY CERTIFY THAT  LABRON M. JACKSON	ng m ara commy, in the state arotesian, bu	
	subscribed to the foregoing	own to me to be the sure person whose name lastrament, appeared before the this day in person	
"OFFICIAL SEAL" PATRICIA KRUEGER HOTATY PUBLIC, STATE OF FLUNOIS MY COMMISSION EXPRES 07/65/00	and acknowledged that EE  Instrument as EEE  purposes therein act forth.  GIVEN under my hand and Notarial  ARKIL A.D. 19	97	
This instrument was prepared by	PIPER MEMORY, 8131 LBJ PREBNAY ST	Patrician Thunger Notary Public TTE 420, DALLAS, TX 75251	
E RAME	(Name) TAL MORTGAGE, LTD. REEWAY SUITE 420	(Address)  POR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
V E CITY DALLAS, TX 75251		JS2 RICE	
Y INSTRUCTIONS	OR RECORDER'S OFFICE BOX NUMBER		

## **UNOFFICIAL COPY**

Proberty of Cook County Clerk's Office