

TRUST DEED

UNOFFICIAL COPY



THE ABOVE SPACE FOR RECORDERS USE ONLY

99959476

THIS INDENTURE, made May 18, 1999 between Catherine Drain referred to as "Grantors", and G. P. O'CONNOR of TINLEY PARK, ILLINOIS, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to G. P. O'CONNOR, herein referred to as "Beneficiary", the legal holder of the Loan Agreement hereinafter described, the sum of 4103.⁰⁸ Dollars (\$4103.⁰⁸), evidenced by one certain Loan Agreement of

the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Loan Agreement the Grantors promise to pay the said sum 4103.⁰⁸ in 36 consecutive monthly installments: 36 at \$ 169.⁵³, followed by at \$, with the first installment beginning on July 1, 1999 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at TINLEY PARK, ILLINOIS, or at such place as the Beneficiary or other holder may, from time to time, in writing

appoint. The principal amount of the Loan Agreement is \$ 4500.⁰⁰. The Loan Agreement has a Last Payment Date of July 1-2002.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 26,27 and the south 1/2 of lot 28 in Block 2 in Osburn's Subdivision of Lot 2 in Assessor's Division of the west 1/2 of section 33 and part of the southeast 1/4 of Section 32, Township 38 North, Range 14, East of The Third Principal Meridian, in Cook County Illinois. PIN # 20-33-109-007 CKA: 8035 South Emerald Chicago, Illinois 60620

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with improvements and fixtures now attached together with easements, 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 trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptions Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive. This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are part hereof and shall be binding on the Grantors, their heirs, successors, and assigns.

WITNESS the hand(s) and seals(s) of Grantors the day and year first above written.

Catherine Drain (SEAL) _____ (SEAL)
Catherine Buppel (SEAL) _____ (SEAL)

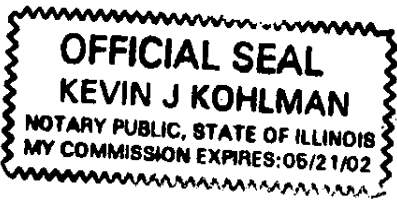
STATE OF ILLINOIS,
County of Cook

ss. I, Kevin Kohlman a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Catherine Drain who she personally known to me to be the same person whose name subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that Catherine Drain signed and delivered the said Instrument as Catherine Drain free and voluntary act, for the uses and purposed therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of May, A.D. 1999
Kevin J Kohlman
Notary Public

This instrument was prepared by:
A James Heating

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE





RECEIVED BY MAIL OFFICE BOX NUMBER

OR

2 Rev. 11-91

INSTRUCTIONS

REVISED

CITY STREET NAME

TINLEY PARK, IL 60477 P.O. BOX 753 OAK FINANCIAL

FOR RECORDS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

1. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Loan Agreement or this Trust Deed. The term Beneficiary used herein shall mean and include any successors or assigns of Beneficiary.

2. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien hereof, by proper instrument.

3. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical powers and authority as are herein given Trustee.

4. Trustee has no duty to examine the title, location, existence, or condition of the premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Upon presentation of satisfactory evidence, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before releasing any power herein given.

6. Trustee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

7. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. 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.

9. Upon or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be so occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, during 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 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 payment of or such decree, provided such application is made prior to foreclosure sale; (2) if deficiency or other lien which may be or become superior to the lien hereof in whole or in part of: (1) The indebtedness 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; (2) the proceeds of any foreclosure sale, whether or not actually commenced; or (3) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

10. The proceeds of any foreclosure sale, of the premises as herein provided, 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 indebtedness additional to that evidenced by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest, both principal and interest, when due according to the terms hereof, and without notice to Grantor as their right may appear.

11. Upon or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be so occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver, during 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 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 payment of or such decree, provided such application is made prior to foreclosure sale; (2) if deficiency or other lien which may be or become superior to the lien hereof in whole or in part of: (1) The indebtedness 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; (2) the proceeds of any foreclosure sale, whether or not actually commenced; or (3) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced.

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