RECORDER OFFICIAL COMPOSE 80 002 Page 1 of

1999-10-20 14:45:37 Cook County Recorder 43.50

EUGENE "GENE" MOORE TRUST DEEDRINGFVIEW OFFICE

THE ABOVE SPACE FOR RECORDERS USE ONLY

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| THIS INDENTURE, made March 23 1999 ,19 | between Edward Noving Strenday here TINLEY PARK, ILLINOIS, berein referred to as the |
| eferred to as "Grantors", and G. P. O'CONNOR of | TINLEY PARK, ILLINOIS, herein referred to as |
| Truslee", wilnesseth: | |

| "Frustee", 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 Sixthouse of |
| Eight Hundred Vinet Fine Hollars (\$6895.68), 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 Graptors promise to pay the said sum 6895, 68 in 48 consecutive |
| monthly installments: 46 at \$/43,66, followed by NA at \$ NA , with the first |
| installment beginning on <u>May 1 1</u> 099 . 19 and the remaining installments continuing on the |
| same day of each month thereafter until fully gaid. All of said payments being made payable at TINLEY |
| PARK, ILLINOIS, or at such place as the Benediciary or other holder may, from time to time, in writing |
| appoint. The principal amount of the Loan Agreement 5,56895.68. The Loan Agreement |
| has a Last Payment Date of May 1 2003 NOW. THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Dated, and the performance of the covenants and agreements herein contained, and a coordance with the terms, provisions and limitations of this Trust 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 little estate, right, title and interest therein, situate, lying and being in the City of Cricago COUNTY OF COOK AND STATE OF Lot 4 in Hillstrom and Deyoung's Addition to Ferrawood Park, being a subdivision of the west 1/2 of Lot 12 except the east 33 feet of said west 1/2 of lot 12 in School Principal Meridian, 'in Cook County, Illinois. PIN # 25-16-109-012 |
| CKA: 10412 South Union Chicago, Illinois which, with the properly hereinafter described, is referred to herein as the "premises" LOGETHER with improvements and fisher, but the control of the control |
| TOGETHER with improvements and fixtures now attached together with casements, rights, privileges, interests, ren's, an I profits. TO HAVE AND TO HOLD the premises unto the said TRUSTEE, its successors and assigns, forever, for the purposes, end point the uses and trusts berein set forth, free from all rights and benefits under and by virtue of the Homestead Exemptions Laws of this Trust Deed consists of two pages. The covernants, conditions and provisions appearing on page 2 (the renew end of this assigns). |
| Irrist deed) are incorporated herein by reference and are part hereof and shall be binding on the Grantors, their heirs, successors, and WITNESS the hand(s) and seals(s) of Grantors the day and year first above written. |
| X _ Court Di |
| (SEAL) (SEAL) |
| (SEAL) |
| STATE OF ILLINOIS, Januarie L Stallings a Notary Public in and for and |
| County & OFFICE AL SEAL "Excelled County, in the State aforesaid, DO HEREBY CERTIFY THAT |
| NOTARY PUBLIC, STATE OF ILLINOISante subscribed to the foregoing instrument, appeared before me this day in MY COMMISSION EXPIRES 10/3/2000 son and acknowledged that |
| |
| and purposed therein set forth. Brenda Robinson |

This instrument was prepared by:

Corner Heating& A/C

GIVEN under my hand and Notarial Small this 23 day of March ... A.D. 19 99 by:

C Jimmie L Stallings

Notary Public

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS Trust Deed):

- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or betreatter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any buildings may or at any time in process of exection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance
- 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. 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 contest.
- J. 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 moneys 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 mortgage 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 tool less than ten days prior to the respective dates of expiration.
- 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 and manner deemed 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 claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with incest thereor at the annual percentage rate stated in the Loao Agreement this Trust Deed secures, Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on accour of any default hereunder on the part of Grantors.
- 5. The Trustee or Beneficiary here by secured making any payment 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 accorder of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Grantors shall pay each item of indence'ess berein mentioned, both principal and interest, when due according to the terms bereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebterhoess secured by this Trust Dec. sh. a. notwithstanding anything in the Loan Agreement or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Loan Agreement of the Grantors berein contained, or ter immediately if all or part of the premises are sold or on sferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become the whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien bereof, there shall be allowed and included as additional indepter to use a substitute of the decree for sale all expendences seeing raphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searcher and examinations, guarantee policies. Foreign certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to biddets at any sale which may be had pursuant to such decree the true conditions of the title or the value of the premiers. All expenditures and expenses of the nature in this paragraph mentioned stall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures, whether of them shall be a party, either as plaintiff, claimant or defenda at, by reason of this Trust Deed or any indebt doess hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such eight to foreclose whether or not actually commenced.
- 8 The proceeds of any foreclosure sale of the premises shall be distributed and appli d 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, in oth it items which under the terms hereof constitute secured indebtedness additional to that evidenced by as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such aill is filed may appoint a receiver of said premises. Such appointment may be made either before after sale, without notice, without regard to the solvency or insulvency of Gantons at the time of application for such receiver and without regard to the then value of the premises or whether the same the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of eduction, whether there be redemption or not, as well as during any further times when possession, control, management and operation of the premises during the whole of said period. The Court from times the powers which may be necessary or are usual in such cases for the protection, in whole or to part of: (1) The indebtedness secured hereby, or by any decree furcelosing this Trust Deed, or any tax, specificals as assument 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 lieu or of any provision hereof shall be subject to any defense which would not be get and available to the party interposing same in an action at law upon the note hereby secured.
 - 11. Inistee 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 duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to recoal this trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or unissions hereunder, except in case of gross negligence or misconduct and the lee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory evidence that all indebtedness secured by this frust Deed has been fully paid, either before or after maturic; the bestee shall have full authority to release this frust Deed, the first thereof, by proper instrument,
- 1.4. 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 or Cost hereunder shall have the identical title, powers and authority as are herein given Trustee.
- 15. 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 as used herein shall mean and include any successors or assigns of Beneficiary.

| D E L | NAME | OAK FINANCIAL P.O. BOX 75 \$\ |
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| i V | STREET | TINLEY PARK, IL 60477 |
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| | INSTRUCTIONS | OP |

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

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