

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

969035

PRESENT PARTIES IN INTEREST:

Richard M. Braun

DANNA 11

DATE OF SEARCH:

7-18-90

794940

RESULT OF SEARCH:

None  
None

58-5-01

INTENDED GRANTEEES OR ASSIGNEES:

[Empty lines for intended grantees]

RESULT OF SEARCH:

[Empty lines for result of search]

Property of Cook County Clerk's Office

90 JUL 18 AM 10:09  
CAROL MOSELEY BRAUN  
CLERK OF DEEDS OF TITLES

IDENTIFIED No.  
Recorder of Torrens Titles  
CAROL MOSELEY BRAUN  
RE

This Indenture, Made this 22nd day of June A.D. 19 90 between Richard M. Brennan and Donna M. Brannon, husband and wife of the Village of Merrionette Park in the County of Cook in the State of Illinois, Grantors, and James E. Cooper, of the County of Will, and State of Illinois, as trustee, Grantee.

WITNESSETH: THAT WHEREAS, the said

Richard M. Brennan and Donna M. Brannon, husband and wife

grantors herein are justly indebted upon one principal promissory note bearing even date herewith, payable to honor Mokena State Bank and by the grantors duly executed and delivered to the said trustee for the use and benefit of the legal owners and holders thereof. Said note is for the principal sum of Fifty-thousand Thousand Eight Hundred Twelve and 36/100 (\$15,812.36) Dollars, and is due and payable as follows: Two Hundred Thirty and NO/100 (\$230.00) Dollars, or more, to be paid on the 18th day of July, A.D. 1990 and payments of Two Hundred Thirty and NO/100 (\$230.00) Dollars, or more, to be paid on the 18th day of each and every month thereafter, from which payments interest at the rate of eleven and one-half (11.5%) per centum per annum, on the whole sum remaining from time to time unpaid, shall first be deducted and balance applied to the principal until final balloon payment is due June 18, 1995. Payments and interest not paid when due to bear interest at the rate of eleven and one-half (11.5%) per centum per annum, until paid. Both principal and interest being payable at the office of the Mokena State Bank, Mokena, Illinois.

Now therefore, the said grantors for the purpose of securing the payment of said principal sum of money and said interest, and all future advances together with interest thereon, pursuant to the terms hereof, according to the true intent and meaning of said note, for the purpose of securing the faithful performance of the covenants and agreements herein contained; and also in consideration of the sum of one dollar (\$1.00) in hand paid, do by these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and all lifting, heating, air conditioning, lighting and plumbing apparatus and other machinery and fixtures now, or that may hereafter be attached to or form a part of said premises, and everything appurtenant thereto, together with the rents, issues and profits thereof, which are hereby absolutely assigned, set over and transferred unto Grantee whether now due or which may hereafter become due under or by virtue of any verbal or written lease or occupancy agreement, said real estate being situated in the County of Cook, in the State of Illinois, to-wit: Lot 24 in J. E. Merrion and Co's Merrionette Park, being a subdivision of the South West Quarter of the North West Quarter 14 (except the West half of the North West Quarter of the South West Quarter of the North West Quarter also except the South West Quarter of the Southwest Quarter of the South West Quarter of the North West Quarter; and also except Railroad right of way) of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

THIS IS A JUNIOR TRUST DEED PIN# 24-24-113-012

Mortgage dated August 27, 1985 and recorded September 3, 1985 as doc. no. 3459593T, made by Richard M. Brennan and Donna M. Brannon, his wife, to James F. Messinger & Co., Inc., to secure a note for \$45,000.00.

Hereby releasing and waiving any and all rights of exemption in or to said premises whether by virtue of Homestead Exemption Laws of the State of Illinois or bankruptcy laws of the United States of America.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part and its successors and assigns forever, for the uses and purposes and upon the trusts herein set forth.

It is understood that at any time before the cancellation and release of this trust deed, said note, including the terms of repayment thereof, may from time to time be modified or amended in writing thereon by the parties liable thereon and the holder thereof to include any future advance or advances for any purpose made by the holder, at its option, to or for said parties liable thereon. Grantors covenant and agree that this trust deed secures any and all such future advance or advances, together with the specified interest thereon, as well as the hereinbefore described principal and interest now evidenced by said note, the total principal secured not to exceed \$15,812.36 at any one time. The term note as used in this trust deed includes said principal promissory note above described as so modified or amended, if the same shall be modified or amended, and nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured herein when advanced to protect the security.

If, after first obtaining a written consent of the legal holder of said principal note, the ownership of the above described premises, or any part thereof (including, but not limited to: equitable ownership thereof by agreement for deed, deed in trust or other instrument), becomes vested in a person other than the grantor, the legal holder may deal with such successors or successors in interest with reference to this trust deed, and the debts hereby secured, in the same manner as with the grantor, without in any manner vitiating or discharging the grantor's liability upon the indebtedness hereby secured. The grantor shall at all times continue primarily liable on the indebtedness secured hereby until this trust deed is fully discharged or grantor is formally released by an instrument in writing duly executed by the grantee. Any sale, assignment or transfer of any right, title or interest in and to said premises or any portion thereof shall not be made without first obtaining written consent of the legal holder of the note secured hereby. Any sale, assignment or other transfer of any right, title, claim or interest in and to said premises or any portion thereof without the written consent of the legal holder shall constitute an event of default.

And the said grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair but not to cause, suffer or permit, without first obtaining written permission or consent of said trustee, any remodeling or alteration of the building or buildings thereon or construction of any new improvement thereon; to keep all buildings at any time on said premises insured to the full insurable value thereof, and at least in the amount of the indebtedness secured hereby against loss by fire, lightning and those hazards covered by extended coverage endorsement, and such other hazards as the legal holder of said indebtedness may designate until said indebtedness is fully paid, and in case of foreclosure, until expiration of the period of redemption therefrom; to place and keep such insurance in companies to be approved by the legal holder of said indebtedness and to deliver to said legal holder the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, as its interest may appear; not to suffer or permit: (1) any liens of mechanics or material men or other claim to attach to said premises; (2) any nuisance to exist on said property; (3) any unlawful use of same; or, (4) without written consent of the trustee, (a) any use of said property for a purpose other than that for which the same is now used, or (b) the placing in or upon any building or improvement on said property, any apparatus, fixtures or equipment leased or subject to Security Agreement. And in the event of the failure of said grantors to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien, of any mechanic or material men or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby; and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

And as security for the performance of their aforesaid obligations to provide insurance on said premises and pay all taxes thereon, grantors further covenant and agree that together with and in addition to each of said payments of principal and interest payable under the terms of said Note, they will (subject to any applicable limitations imposed by Chapter 17 Illinois Revised Statutes as amended, Sections 4901-5001), inclusive, relating to the Administration of escrow accounts or 12 United States Code Section 2609

3897442

RE: TITLE SERVICES # RT 7-651

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pertaining to advance deposits... pertaining to advance deposits in respect of accounts payable to the legal holder of said Note...

IN CASE OF DEFAULT in the payment of principal, interest or any installment thereof provided in said note, and, notwithstanding any provisions in said note to the contrary...

IT IS FURTHER AGREED by the grantors that in case a right of foreclosure or other right of procedure shall arise hereunder, the legal holder of said principal note or if any part thereof...

The Grantors waive all right to the possession of, and income from said premises pending foreclosure of this trust deed (including but not limited to any period of redemption therein or any period of special right to redeem)...

If there be only one person designated herein as grantors, said word or words wherever used herein, and the verbs and pronouns associated therewith, although expressed as plural, shall be read and construed as singular.

In the event of the refusal, resignation or inability of the grantee to act as trustee, then... Phillip B. Grigus is hereby appointed to be the first successor in this trust and the then Recorder of Deeds of said Will County is hereby appointed to be second successor in this trust.

When all the aforesaid covenants and agreements have been fully performed, the said Trustee shall release said premises to the party entitled to receive the same, on receiving his reasonable charges therefor.

WITNESS the hands and seals of the grantors this 22nd day of June A.D. 1990

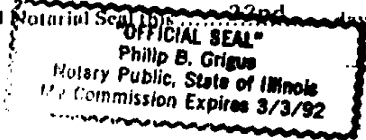
This document prepared by: James E. Cooper, President Mokena State Bank Mokena, Illinois

Richard M. Brennan (SEAL) Donna M. Brennan (SEAL)

STATE OF ILLINOIS COUNTY OF WILL

I, Phillip B. Grigus, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard M. Brennan and Donna M. Brennan, husband and wife 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 they 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.

GIVEN under my hand and Notarial Seal this 22nd day of June A.D. 1990



Phillip B. Grigus Notary Public

MAIL TO: Mokena State Bank 3897683

Fee: \$8.00 PAID Recorder of Deeds

STATE OF ILLINOIS, County of Will

476683

Date: June 22, 1990

Loan No. 15,812.36 years at 11.50

Trust No. 66797

James E. Cooper, Trustee

Richard M. Brennan and wife

Notified

159-071

TRUST DEED

Richard M. Brennan and Donna M.

159-071

159-071

159-071

Identified By:

Trustee

159-071