

TRUST DEED
2ND MORTGAGE

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0020366114

2002/0003 49 001 Page 1 of 7
2002-04-01 09:24:24
Cook County Recorder 33.50



0020366114

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK IL 60302

THE ABOVE SPACE FOR RECORDER'S USE ONLY

BS
LEAF, INC, an Illinois Corp.,

THIS INDENTURE, made March 14, 2002, between ~~BRIAN SCIANNA~~ herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER:

STEVEN J. ZOLLER, WALTER DRECHSLER AND PAUL A. LOSSAU,

and delivered, in and by which said Note the Mortgagors promise to pay said principal sum and interest from March 14, 2002 on the balance of principal remaining from time to time unpaid at the rate of Seven (7%) per cent per annum in installments (OF INTEREST ONLY) payable as follows:

Simple interest only on outstanding principal on the 14th day of September, 2002, and simple interest only on outstanding principal on the 14th day of each sixth month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 14th day of MARCH, 2004. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the rate of Nine (9%) per annum, and all of said principal and interest being made payable at such banking house or trust company in Oak Park, Illinois, as the holder of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Steven J. Zoller, 125 N. Marion, Oak Park, IL 60301.

** But only as to principal after the first mortgage loan has been paid in full; which loan bears a due date of October 1, 2003.*

NOW, THEREOF, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors 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 VILLAGE OF OAK PARK, County of COOK, and State of Illinois, to wit:

[SEE ATTACHED]

02-39363

Commonly Known as: 901-927 South Wesley and 705 - 715 Garfield, Oak Park, IL 60304
Property Index Numbers: 16-18-404-004; 16-18-404-005; 16-18-404-006.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the

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foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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 Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of six (6) pages. The covenants and provisions appearing on page 3-6 (the attached sheet of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

LEAF, INC., an Ill. Corp.

ATTEST

BY: Benny Awanwa [SEAL]
ITS: PRESIDENT

Sharon C. Scianna [SEAL]
~~PRODUCER~~
ITS: SECRETARY

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MARIA A. CRISTIANO a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SHARON SCIANNA who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the use and purposes therein set forth.

20366114

Given under my hand and Notarial Seal this 14th day of MARCH, 2002.

Maria A. Cristiano



⊗ President and SHARON SCIANNA Secty,
respectively, of LEAF, INC., an Illinois Corporation,

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STATE OF ILLINOIS

SS

COUNTY OF

I, _____ a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT

who personally known to me to be the same person (s) whose name (s) 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.

Given under my hand and Notarial Seal this _____ day of _____, 19 _____.

Notary Public _____

Notarial Seal

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THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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 holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors 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 holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, 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 holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust 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 the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all 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 principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee of successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

824114

Identification No. _____

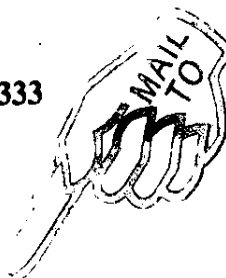
THE CHICAGO TRUST COMPANY, TRUSTEE

BY *Vedee Wankat*
Assistant Vice President, Assistant Secretary.

Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with Note 7.
Form 807 R.10/95

6.

[] RECORDER'S OFFICE BOX NUMBER 333



MAIL TO: DAVID E HOY, ESQ.
NAME 1100 LAKE ST
STREET OAK PARK IL
CITY #245
60301

FOR INFORMATION ONLY INSERT
STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

901-927 S. Wesley E
705-715 Garfield
OAK PARK IL
60304

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ZOLLER, DRECHSLER LOSSAU LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 3 OF THE SUBDIVISION OF BLOCKS 3 AND 4 IN SWIGART'S SUBDIVISION OF LOT 5 AND THE WEST 33 FEET OF LOT 6, IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST ½ OF THE SOUTHWEST ¼), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 901-927 South Wesley and 705 - 715 Garfield, Oak Park, IL 60304

PINs: 16-18-404-004; 16-18-404-005; 16-18-404-006.

Property of Cook County Clerk's Office

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