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**TRUST DEED**

Trust Deed 7 Individual  
Mortgagor One Instalment Note  
Interest Included in Payment  
USE WITH NOTE 7  
Form 807 R.6/98

ST5034424 NWA  
2203374

824552

0020582824  
 3966/0197 55 001 Page 1 of 11  
 2002-05-22 12:15:37  
 Cook County Recorder 41.00



0020582824

This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made April 10, 2002, between Chicago Care Network, Inc., an Illinois Corporation herein referred to as "Mortgagors" and CHICAGO TITLE LAND 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 Total Principal Sum of One Hundred Twenty Thousand and no/100 (\$120,000.00) DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from April 10, 2002 on the balance of principal remaining from time to time unpaid at the rate of 8 per cent per annum in installments (including principal and interest) as follows: 926.17 Dollars or more on the 1st day of June 2002, and 926.17 Dollars or more on the 1st day of each 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 1st day of May, 2005. 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 each installment unless paid when due shall result in liquidated damages of:

1. \$ ~~PER LATE PAYMENT~~
2. Five (5%) PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. ~~NO LIQUIDATED DAMAGES FOR LATE PAYMENT~~

BOX 333-CTI

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and all of said principal and interest being made payable at such banking house or trust company in Skokie, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of International Realty Corporation in said city, 4916 W. Dempster, Skokie, IL 60077

NOW, THEREFORE, 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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO  
PIN: 10-25-726-023  
ADDRESS: 2635 W. Touhy Ave., Chicago, IL 60645

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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 a 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 foregoing), screens, window shades, storm doors and windows, floor coverings, inador 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.

The terms of the attached Rider are incorporated herein by reference.

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

Chicag Care Network, Inc.

\_\_\_\_\_[SEAL]  
By: Sheldene Grosant [SEAL]  
President

\_\_\_\_\_[SEAL]  
Attest: Veronica Argonazo [SEAL]  
Secretary

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STATE OF ILLINOIS

COUNTY OF COOK SS

I, The undersigned

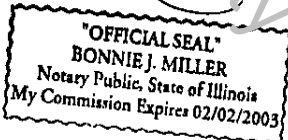
a Notary Public in and for the residing in said

County, in the state aforesaid, DO HEREBY CERTIFY THAT Blesida J. Rosario, President, and Teresita V. Argamaso, Secretary,

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 they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth. and as the free and voluntary act of Chicago Care Network, Inc.

Given under my hand and Notarial Seal this 10th day of April 2002.

Notary Public



Notarial Seal

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, (i) any building or buildings now under construction, (ii) or any building or buildings to be constructed upon said premises.; (e) comply with all requirements of laws 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 the Trustee or to the holders of the note 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 note, under insurance policies payable, in case of loss or damage, to the Trustee for the benefit of the holders of the note, 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 the holders of the note, 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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4. In case of default therein, the Trustee or the holders of the note, or any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by the Trustee or the holders of the note, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to the Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the note secured by this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of the Trustee or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the note hereby 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 accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the instalment note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the instalment note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making any payment on the instalment note, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note, or the Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of the Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to tile as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either 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 foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the securit hereof, whether or not actually commenced.



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8. 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 incident 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 indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, 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 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 the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, 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 payment in whole or in part of: (a) 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 or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of 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 notes hereby secured.
11. Trustee or the holders of the notes, or of any of them, 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, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or 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 the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes

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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 in which this instrument shall have been recorded. 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 or 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 CHICAGO TITLE LANDTRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 824552

CHICAGO TITLE LAND TRUST COMPANY

BY *Rodriguez*  
Assistant Vice President, Assistant Secretary.

This Trust Deed prepared by: Joel S. Hymen, 750 W. Lake Cook Rd., Ste 495,  
Buffalo Grove, IL 60089

Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with Note 7. Form 807 R 6/98

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6.

[ ] RECORDER'S OFFICE BOX NUMBER 333

[x] MAIL TO:

NAME Hymen & Blair, P.C.

STREET 750 W. Lake Cook Rd., Ste 495.

CITY Buffalo Grove, IL 60089

FOR INFORMATION ONLY INSERT  
STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

2636 W. Touhy Ave., Chicago, IL 60645

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**LEGAL DESCRIPTION RIDER**

Lot 37 in Oliver Salinger and Company's Kenilworth Rockwell addition to Rogers Park, being a Subdivision in the East 6 2/3 acres of the South 1/2 of the Southwest 1/4 of Section 25, Township 41 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

P.I.N.: 10-25-426-023

ADDRESS: 2636 W. Touhy Avenue, Chicago, Illinois 60645

Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF TRUST DEED AND NOTE DATED APRIL 10, 2002, BETWEEN CHICAGO CARE NETWORK, INC., AN ILLINOIS CORPORATION, AND CHICAGO TITLE AND TRUST COMPANY, TRUSTEE.

In the event of any conflict between the terms of the Trust Deed and Note, on the one hand, and this Rider, on the other hand, then in such event the terms of this Rider shall supercede and control in all respects.

1. The Mortgagor hereunder reserves the right to prepay this obligation either in whole or in part at any time without payment of any premium or penalty whatsoever.
2. The Mortgagor further covenants not to suffer or permit without the written permission or consent of the holder being first had and obtained, a sale, conveyance, installment sale, assignment (including assignment of beneficial interest), or transfer of any right, title and interest in and to said property or any portion thereof, to any person, firm, corporation or trust, and in the event of breach of this covenant, the holder may, without notice, at the option of the holder, declare the entire principal, interest and advances immediately due and payable. The acceptance of payments by the holder shall not be a waiver of their right to demand immediate payment.
3. If any installments of principal or interest due hereunder shall become more than ten (10) days overdue, Mortgagor shall pay to the holder hereof a "late charge" of five (5%) percent for each installment so overdue, to compensate the holder for the cost of collection, the right to a "late charge" being in addition to all other rights and remedies granted to the legal holder hereunder.
4. It is hereby expressly agreed by Mortgagor that time is of the essence hereof, and should any default be made in the payment of principal or interest which default shall continue for a period in excess of thirty (30) days after the date when said payment shall fall due, or in the event the right to foreclose the Mortgage shall otherwise accrue to the legal holder of this Note, then, at the option of the holder hereof, the holder may collect interest on the entire unpaid balance of said principal sum at the highest rate of interest permitted by Illinois Law but not less than the rate of five percent (5%) over the rate of interest which had been in effect, from the date of such default until such default is cured by Mortgagor, which interest shall be earned and payable on each day on which an installment of principal or interest is due hereunder, anything herein or in the Mortgage to the contrary notwithstanding, and the legal holder, may, in addition, declare the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Mortgagor hereunder or under the provisions of the Mortgage to be immediately due and payable.
5. Mortgagor shall be required to pay 1/12<sup>th</sup> of the annual real estate taxes and 1/12<sup>th</sup> of the annual insurance premium each month, said taxes and insurance premium to be reproporated on a yearly basis. Failure to pay any such taxes and insurance premiums shall be treated as default hereunder.
6. (a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 110, Sections 15-1101 et seq., Illinois Revised Statutes) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of

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this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any right or remedies upon default of the Mortgagor vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgement of foreclosure, and where enumerated in any Paragraphs of this Mortgage, shall be added to the indebtedness secured by his Mortgage or by the judgement of foreclosure.

7. The Mortgagor acknowledges the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act) and to the full extent permitted by law hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

8. All of the rents, issues and profits of said Mortgaged Premises shall be assigned to the Mortgagee herein as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee a license to enter upon said mortgaged premises for the purpose of collecting the same and to let and operate said premises or any part thereof and apply the rents, issues and profits, after payment of all charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until said mortgage is paid. The Mortgagee hereby waives the right to enter upon said premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues and profits until default hereunder, but such right of the Mortgagor shall be revoked by the Mortgagee upon any default. In the event of any default hereunder the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the Mortgagor and upon default in such payments will vacate and surrender the possession of said premises to the Mortgagee or such receiver.

9. Notwithstanding anything to the contrary herein contained, to the extent that the total interest received in any one (1) year exceeds the maximum rate permitted by law, then the amount so determined to be in excess shall be applied in reduction of principal of the Note secured by this mortgage.

10. If the Mortgagor is not then in default under the terms of this Trust Deed, all insurance monies received on account of any loss or damage to the Mortgaged Property, after deducting therefrom the reasonable charge or expenses paid or incurred in connection with the collection and disbursement of said monies shall be used and applied for the purposes of paying the cost of repair, restoration or replacement of the Mortgaged Property damaged or destroyed. All insurance monies received shall be deposited into a Joint Order Escrow with Chicago Title and Trust Company as Escrowee and the Holder of the Note and Mortgagor. Mortgagor shall deposit, an amount equal to the difference between the insurance monies and the amount needed to repair, restore and replace

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the Mortgaged Property damaged or destroyed. Said additional funds if needed deposited by Mortgagor along with the insurance monies shall be paid directly to the person or persons who have performed services or furnished material for the repair, restoration and replacement of the Mortgaged Property damaged or destroyed. Surplus, if any, shall be applied toward the reduction of this mortgage. If Mortgagor is in default, all insurance monies received shall be paid directly to Holder of the Note, and may at the option of the Holder be applied to the unpaid balance of the Note and Mortgage and any defaults thereunder.

Chicago Care Network, Inc., an Illinois Corporation

By: *Alen de Rosario*  
President

Attest: *Lucita Orjomanes*  
Secretary

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STREET ADDRESS: 2636 WEST TOLSON

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 10-25-426-023-0000

## LEGAL DESCRIPTION:

LOT 37 IN OLIVER SALINGER AND COMPANY'S KENILWORTH ROCKWELL ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST 6 2/3 ACRES OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office