

# UNOFFICIAL COPY

THIS DEED PREPARED BY  
AND PLEASE RETURN TO:

Keith Pressman  
520 Broadway  
Suite 660  
Santa Monica, CA  
90401



Doc#: 0512618056  
Eugene "Gene" Moore Fee: \$28.50  
Cook County Recorder of Deeds  
Date: 05/06/2005 02:13 PM Pg: 1 of 3

FILE # \_\_\_\_\_

**ADDRESS OF PROPERTY:**

530 W. Root Street  
Chicago, IL  
60609

## TRUST DEED Second Mortgage

\*\*\*\*\*

THIS INDENTURE WITNESSETH, that Miller Carbonic, Inc.,  
hereinafter THE GRANTORS, of 530 W. Root St., in  
the Village/City of Chicago, County of Cook, and State of Illinois, for and in consideration of the  
sum of three hundred twelvethousandonehundredsixteen & 94/100 (\$ 312,116.94 )  
DOLLARS, in hand paid, do(es) hereby CONVEY and WARRANT to EPD Investment Company  
LLC of 520 Broadway, Suite 660, in the  
Village/City of Santa Monica, County of Los Angeles, and State of CA as Trustee and  
to his successors in trust hereinafter named, the following described real estate, with the improvements thereon,  
including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto,  
together with all rents, issues and profits of said premises, situated in the County of Cook  
and State of Illinois, to wit:

Lots 33, 34, 35, 36, and 37 in Block 6 in Taylor and Kreighs Subdivision  
in Pieter and Reynolds Re-Subdivision of Section 4, Township 38 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-04-115-032-0000  
CKA:

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted upon a principal promissory note bearing even date herewith,  
payable as follows:

The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon as herein  
and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in  
each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within  
sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may  
have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all

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buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holders of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at \_\_\_\_\_ percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at \_\_\_\_\_ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosures hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the Court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Miller Carbonic, Inc.

In the event of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then James Rosenbaum of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to \_\_\_\_\_

Witness the hand \_\_\_\_\_ and seal \_\_\_\_\_ of the Grantor this 18<sup>th</sup> day of April, 2005



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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF K A N E        )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do certify that James G Rosenbaum, \_\_\_\_\_, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they/he/she signed, sealed and delivered the said instrument as his/her/their 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 18 day of April, 2005.

Cecilia Garcia (SEAL)  
NOTARY PUBLIC



Property of Cook County Clerk's Office