

GEORGE E. COLE
LEGAL F RMSTRUST DEED
SECOND MORTGAGE (ILLINOIS)FORM NO. 2202
February 1985

UNOFFICIAL COPY

RHSP
\$10.00 Fee

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THIS INDENTURE WITNESSETH, That DIVERSEY-MONITOR LLC

(hereinafter called the Grantor), of

2900 N. CENTRAL PARK CHICAGO IL 60618
(City) (State)for and in consideration of the sum of ONE MILLION SIX HUNDRED THOUSAND (1,600,000.00) Dollars
in hand paid, CONVEY AND WARRANT toDORANT INVESTMENT INC.of 42 OXFORD DRV. LINCOLNSHIRE, IL 60069
(City) (State)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:

PER ATTACHED LEGAL DESCRIPTION

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s):

Address(es) of premises:

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

WHEFEAS, The Grantor is justly indebted upon COOK principal promissory note bearing even date herewith, payable

TO DORANT INVESTMENT INC.

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, or build 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 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 mortgage 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 grantor or the holder 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 COOK per cent 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 COOK per cent 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 foreclosure 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, with the decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and 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 a 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: DIVERSEY-MONITOR LLCIN THE EVENT of the death or removal from said COOK

County of the grantee, or of his resignation, refusal or failure to act, then

NONE

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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to FIRST LIEN OF LABE BANKWitness the hand and seal of the Grantor this 3 day of AUGUST, 2005Please print or type name(s)
below signature(s)

MAREK PREDKI

(SEAL)

JERRY CZERWIK

(SEAL)

This instrument was prepared by

(NAME AND ADDRESS)

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STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, LUCYNA BUSNOWSKI, a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that TOHASE DORANT, JERRY CZERWIK,
MAREK PREDKI

personally known to me to be the same persons whose names 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 official seal this 3RD day of AUGUST, 2005



Lucyna Busnowski
Notary Public

Commission Expires 6-8-2008

BOX No.

SECOND MORTGAGE

Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

**UNITS 101, 102, 103, 204, 304, 403 IN FAIRFIELD COMMONS CONDOMINIUM, AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:**

**LOTS 45 AND 46 HOSMER AND ROGER'S SUBDIVISION OF BLOCK 7 IN
BORDON'S SUBDIVISION OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION
36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO
THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER
0430027022, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS.**

**GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND
ASIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT
DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID
UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR
RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND
EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE
REMAINING LAND DESCRIBED THEREIN.**

**THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS,
RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE
SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED
AND STIPULATED AT LENGTH HEREIN.**

**THE TENANT OF THE UNIT 301 HAS WAIVED OR HAS FAILED TO EXERCISE
THE RIGHT OF FIRST REFUSAL.**

INSTALLMENT NOTE
(Illinois)NO. 2461
AUG. 1930GEORGE E. COLE
LEGAL FORMS**UNOFFICIAL COPY**

\$ 1,600,000.00

AUGUST 3

2005

FOR VALUE RECEIVED, DIVERSEY-MONITOR LLC promise to pay to the order of DORANT INVESTMENT INC. the principal sum of ONE MILLION SIX HUNDRED THOUSAND AND 00/100 Dollars in installments as follows: _____ Dollars on the _____ day of _____, ~~XX~~ 2005 and _____ Dollars on the _____ day of each _____ thereafter, to and including the _____ day of _____, 19____, with a final payment of the balance due on the 2-ND day of August, ~~19~~ 2006 with interest on the principal balance from time to time unpaid at the rate of SIX per cent per annum payable TO DORANT INVESTMENT INC.

Each of said installments of principal shall bear interest after maturity at the rate of TEN per cent per annum, and the said payments of both principal and interest are to be made at 42 OXFORD DR., LINCOLNSHIRE, ILLINOIS 60069 or such other place as the legal holder of this note may from time to time in writing appoint.

The payment of this note is secured by JUNIOR MORTGAGE bearing even date herewith, to DORANT INVESTMENT INC. or real estate in the County of COOK, Illinois; and it is agreed that at the election of the holder or holders hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment of principal or interest when due in accordance with the terms hereof or in case default shall occur and continue for 30 days (in which event election may be made at any time after the expiration of said three days, and notice) in the performance of any other agreement contained in said TRUST DEED.

And to secure the payment of said amount, the undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after maturity, and to press a judgment, without process, in favor of the holder of this note, for such amount as may appear to be unpaid thereon, together with reasonable costs of collection, including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this instrument is signed by more than one person, all obligations and authorizations hereunder shall be joint and several. All parties hereto severally waive presentment for payment, notice of dishonor and protest.

*The undersigned Trustee hereby certifies that this is the Installment Note described in the Trust Deed referred to above.

Identification No. _____

TOM HSE Trustee
DORANT

*Trustee should sign if note is secured by Trust Deed.

Mark Fredki
MARK FREDKI
JERRY COERWIK

DIVERSET-MONITOR LLC

DORANT INVESTMENT INC.

Date AV6 03 X9 2005

Amount \$1,600,000.00
Monthly \$ 133,333.33

Monthly \$ —

Last payment due AVG 02 ~~10~~ 2006

**Received on the within Note
the following sums**

[illegible]

GEORGE E. COLE
LEGAL FORMS

**Received on the within Note
the following sums**

[illegible]

**Received on the within Note
the following sums**

[illegible]