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Doc#: 0627132009 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/28/2006 01:08 PM Pg: 1 of 4

TRUST DEED FIRST MORTGAGE (ILLINOIS)

This indenture witnesseth, that
RODOLFO T. SOSA, also known as
RODOLFO SOSA, and
ROSAMARIA SOSA,
man and wife, hereinafter
called the Grantors, of
3237 SOUTH KEDVALE
CHICAGO, ILLINOIS 60623,
for and in consideration
of the sum \$110,000.00
(ONE HUNDRED AND TEN
THOUSAND DOLLARS)

CONVEY_ and WARRANT_ TO

JAMES E. AUGUSTYN OF
4021 C WEST 63RD STREET,
CHICAGO, ILLINOIS 60629

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 the State of Illinois, to wit:

LEGAL

LOT 28 IN BLOCK 1 IN JOHN PECKA'S SUBDIVISION OF THE SOUTHWEST
1/4 (ONE QUARTER) OF THE NORTHEAST 1/4 (ONE QUARTER) OF THE
NORTHEAST 1/4 (ONE QUARTER) OF SECTION 34, TOWNSHIP 38 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PERMANENT INDEX NUMBER: 16-34-206-013-0000

COMMONLY KNOWN AS: 3237 SOUTH KEDVALE AVENUE
CHICAGO, ILLINOIS 60623

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 the premises: 3237 SOUTH KEDVALE, CHICAGO, ILLINOIS 60623

In Trust, nevertheless, for the purpose of securing performance of the covenants
and agreements herein.

Whereas, the Grantor is justly indebted upon principal promissory note bearing
even date herewith, payable in an amount NOT TO EXCEED ONE HUNDRED AND
TEN THOUSAND DOLLARS (\$110,000.00) in principal sum and with an annual

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interest rate of EIGHT AND ONE QUARTER PERCENT (8.25%) on that principal from the date hereof, to the order of and delivered to JAMES E. AUGUSTYN in monthly installments of principal and interest of EIGHT HUNDRED AND TWENTY-SIX DOLLARS AND THIRTY-NINE CENTS on a beginning principal of ONE HUNDRED and TEN THOUSAND DOLLARS (\$110,000.00) with such principal and interest payments to be adjusted as the outstanding principal of the loan varies such payments constituting payment of principal and interest, beginning on AUGUST 1, 2006, and the FIRST DAY OF EACH MONTH THEREAFTER through and including JULY 1, 2036, with a final payment on JULY 1, 2036, of the principal and interest payment due on that date and the full re-payment of all outstanding principal of the loan, such payment being the final payment of interest and the full re-payment of the principal, with all such payments being payable at such place that the holders of the note may from time to time in writing appoint, and in the absence of such written appointment, then at the office of the holder, in care of JAMES AUGUSTYN at 4021 C WEST 63RD STREET, CHICAGO, ILLINOIS, 60629, with the obligations of the grantor being joint and several and the interests of JAMES E. AUGUSTYN.

THIS MORTGAGE IS A FIRST MORTGAGE

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 agreements 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 buildings now or at any time on said premises insured in companies to be selected by the grantee herein, which 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 Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, and interest thereon, at the time or times when the same shall become due and payable; AND (7) TO REFRAIN FROM FURTHER ENCUMBRANCING THE ABOVE-DESCRIBED PROPERTY SUBJECT TO THE EXPLICIT WRITTEN APPROVAL OF THE TRUSTEE WITH FAILURE TO DO BEING THAT ALL THE OUTSTANDING PRINCIPAL AND INTEREST PAYMENTS DUE SHALL BE IMMEDIATELY PAYABLE TO THE HOLDER.

In the event of failure so to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantee 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 encumbrances 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 date of payment at FIFTEEN PERCENT (15%) 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 FIFTEEN PERCENT (15%) PER ANNUM, shall be recoverable by foreclosure thereof, or by suit at law,

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or both, the same as if all of said indebtedness had then matured by the 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 documentation 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 indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien on 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 cost of such, 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 rents, issues and profits of the said premises.

The name of the record owner is: **RODOLFO T. SOSA AND ROSAMARIA SOSA.**

In the event of the death or removal from said Cook County of the grantee, or his resignation, refusal or failure to act, then _____ of said Cook 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: TITLEHOLDER OF RECORD AND UNDERSIGNED WARRANTS THAT HE IS THE SOLE OWNER OF THE REAL PROPERTY, THAT WARRANTY DEED HAS BEEN CONVEYED TO HIM AND THAT THERE ARE PRIOR LIENS OR MORTGAGES ON THE PROPERTY.

Witness the hand__ and seal__ of the Grantor this 11 day of July, 2006.

Rodolfo T. Sosa Rosamaria Sosa

This instrument prepared by Jim Augustyn 4021 D West 63rd Street, Chicago, Illinois 60629.

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STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public of the said county in the said state, DO HEREBY CERTIFY THAT RODOLFO T. SOSA AND ROSAMARIA SOSA personally known to me to be the same persons whose names are 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, including the release and waiver of the right of homestead.

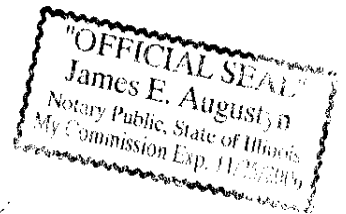
Given under my hand and official seal this 11 day of July, 2006.

James E. August

Notary Public

Commission expires _____

07112006 [ZIP C BANDERA] \REALSTAT.004\SOSAMORT.JR



Return to

JAMES AUGUSTIN

4021 C WES

*63rd St
Chicago*

*Clayton
60629*