

**TRUST DEED**

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CTTC Trust Deed 7  
Individual Mortgagor  
One Instalment Note Interest Included in Payment  
USE WITH CTTC NOTE 7  
Form 807 R.1/95

Doc#: 0630054012 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/27/2006 10:11 AM Pg: 1 of 10

This trust deed consists of four pages (2 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 July 21, 2006 ~~19~~, between Lew Family Investments, LLC

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 Notes, in the Total Principal Sum of Three Hundred Forty Thousand (\$340,000.00) and No/100----- DOLLARS, evidence 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

August 1, 2006 on the balance of principal remaining from time to time unpaid at the rate of 7.25 per cent per annum in installments (including principal and interest) as follows: \$2,319.40 Dollars or more on the 1<sup>st</sup> day of August

2006 ~~19~~x, and \$2,319.40 ----- Dollars or more on the 1<sup>st</sup> 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 1<sup>st</sup> day of July, 2036 ~~19~~xx. 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, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Maywood, 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

Lew Electric Fittings, Attn: Treasurer, 1801 W. St. Charles Rd., Maywood, IL in said city,

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 ATTACHED:LEGAL DESCRIPTION.



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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 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 of 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.

**IMPORTANT!**

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

Identification No. \_\_\_\_\_

**CHICAGO TITLE AND TRUST COMPANY, TRUSTEE**

BY \_\_\_\_\_

**Assistant Vice President, Assistant Secretary.**

CTTC Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment Use with CTTC Note 7.  
Form 807 R.1/95

**[ ] Recorders Box 333**

**[x] Mail To:**

Lanphier & Kowalkowski, Ltd.  
568 Spring Road, Suite B  
Elmhurst, IL 60126

**FOR RECORDER'S INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE**

1801 W. St. Charles Road

\_\_\_\_\_  
Maywood, IL 60153  
\_\_\_\_\_

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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 Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to 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 notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes 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 notes 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 injury 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 principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, 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 notes, or any of them, or 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 for the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of 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 or title, the searches and examinations, guaranties, certificates, and similar data and assurances with respect to title 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 diocers 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 security hereof, whether or not actually commenced.

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 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 period 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



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**LEGAL DESCRIPTION ATTACHED TO AND MADE PART OF TRUST DEED DATED JULY 31, 2006.**

**\*\*LOTS 11 TO 15, EXCEPT FROM LOT 15 THEREFROM THAT PART THEREOF, LYING WEST OF A LINE, DRAWN FROM A POINT ON THE SOUTH LINE OF THE SAID LOT, 10.78 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT ON THE NORTH LINE OF THE SAID LOT, 10.6 FEET EAST OF THE NORTHWEST CORNER THEREOF); ALL IN BLOCK 1 IN P.W. HART'S SUBDIVISION OF BLOCKS 1 AND 2 OF ASHLANDS SUBDIVISION (VACATED ALLEYS AND THE NORTH 7 FEET OF ST. CHARLES ROAD INCLUDED), BEING A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;**

**ALSO**

**THE WEST 11 FEET (AS MEASURED ON NORTH AND SOUTH LINE) OF VACATED SOUTH 18<sup>TH</sup> AVENUE LYING SOUTH OF THE NORTH LINE OF LOT 11 EXTENDED EAST AND LYING NORTH OF THE SOUTH LINE OF LOT 11 EXTENDED EAST IN BLOCK 1 IN P.W. HART'S SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.\*\***

Permanent Index No.: 15-10-119-047-0000

Property Address: 1801 W. St. Charles Rd., Maywood, IL 60153

Law Offices of  
**LANPHIER &  
KOWALKOWSKI, LTD.**  
568 SPRING ROAD  
ELMHURST, IL 60126  
PHONE: (630) 832-7759  
FAX: (630) 832-7868  
e-mail:  
[Lanphierlaw@Ameritech.net](mailto:Lanphierlaw@Ameritech.net)  
Dupage Attorney # 46900  
Cook Attorney # 05802

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**RIDER ATTACHED TO AND MADE PART OF MORTGAGE DATED JULY 31, 2006 BETWEEN LEW FAMILY INVESTMENTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AS MORTGAGOR AND CHICAGO TITLE AND TRUST COMPANY AS MORTGAGEE.**

**R-1. Covenants to Run with the Land.** All covenants and agreements of Mortgagor contained in this Mortgage shall constitute covenants running with the land binding upon future owners from time to time of the Real Estate.

**R-2. Eminent Domain.** In the event of a total taking of the Property by eminent domain or condemnation proceedings, Mortgagor hereby assigns, transfers and sets over unto the holder of the Note the entire proceeds of any award or any claim for damages for or to the Real Estate or any part thereof or any other encumbered property taken or damaged under the power of eminent domain or by condemnation, to the extent of the balance (principal and interest) remaining unpaid on the Note. In the event of only a partial taking of the Property by eminent domain or condemnation proceedings, such proceeds shall be applied on the outstanding indebtedness on the Note.

**R-3. Real Estate Contract.** This is a part-purchase money wraparound Trust Deed securing payment of a portion of the purchase price contracted to be paid by or on behalf of Mortgagor to the holder of the Note for the Real Estate described herein.

**R-4. Late Penalty.** In the event that any installment of interest or principal is not paid within five (5) days after the date the same is due, the undersigned promises to pay a "Late Charge" equal to one-one hundredth (1/100) of one (1%) percent of the principal balance the due and owing which Late Charge shall be cumulative and apply to each monthly installment of interest and principal not paid as due.

**R-5. Default Rate.** The term "Default Rate" as used herein means the after maturity interest rate described in the Note.

**R-6. Rights of Mortgagee Cumulative.** The rights of Mortgagee arising under the agreements, obligations, terms, provisions and conditions contained in this Mortgage, the Note and in any other documents securing the indebtedness secured hereby or any part thereof shall be separate, distinct and cumulative and none of them shall be in exclusion of the others and no act of Mortgagee shall be construed as an election to proceed under any one provision herein or in such other documents to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

**R-7. Waiver of Breach.** A waiver in one or more instances of any of the agreements, obligations, terms, provisions or conditions hereof or of the Note or any other documents given by Mortgagor to secure the indebtedness secured hereby, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall

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be deemed a continuing waiver, but all of the agreements, obligations, terms, provisions and conditions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect.

**R-8. Complete Understanding.** No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

**R-9. Notices.** All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagor at:

Lew Family Investments, LLC  
1801 W. St. Charles Road  
Maywood, IL 60153

E. Paul Lanphier  
Lanphier & Kowalkowski, Ltd.  
568 Spring Road, Suite B  
Elmhurst, IL 60126

or to such other address as Mortgagor may from time to time designate in written notice to Mortgagee given as herein required. All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagee at:

Lew Electric Fittings Co.  
1801 W. St. Charles Road  
Maywood, IL 60153

E. Paul Lanphier  
Lanphier & Kowalkowski, Ltd.  
568 Spring Road, Suite B  
Elmhurst, IL 60126

or to such other address as Mortgagee from time to time may designate by written notice to Mortgagor given as herein required.

Notices, demands and requests given in the manner aforesaid shall be deemed delivered or served for all purposes hereunder at the time such notice, demand or request shall be delivered or on the date shown on the return receipt as may be the case.

**R-10. Taxes and Charges.** It shall be the Mortgagor's obligation to pay at the Mortgagor's expense immediately when due and payable and prior to the date when the same shall become delinquent all general and special taxes, special assessments, water charges, sewer service charges and other taxes, fees, liens, homeowner association assessments and charges now or hereafter levied or assessed or charged against the premises or any part thereof or any improvements thereon, including those heretofore due and to furnish the Mortgagee with the

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original or duplicate receipts therefor.

**R-11. Assignment of Rents.** All rights, title and interest of Mortgagor or the landlord in and to any and all leases affecting the premises, and including and together with any and all future leases of all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues and profits due from or due or arising out of the premises have been transferred and assigned simultaneously herewith to Mortgagee as further security for the payment of the indebtedness secured hereby under the provisions of a certain instrument captioned "Assignment of Rents" of even date herewith. All of the terms, covenants and conditions of said Assignment are hereby expressly incorporated herein by reference as fully and with the same effect as if set forth herein at length.

**R-12. Time is of the Essence.** Time is of the of the essence of this mortgage and of the performance by Mortgagor of its obligations hereunder.

**R-13. Governing Law.** This mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this mortgage.

**R-14. Invalidity of Provisions.** Nothing herein or in the Note contained nor any transaction related thereto shall be construed or shall so operate, either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is at any time lawful in such case to contract for but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law. Any provision or provisions of this mortgage which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this mortgage, shall be of no force or effect, and in such event each and all of the remaining provisions of this mortgage shall subsist and remain and be fully effective according to the tenor to this mortgage the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this mortgage. In the event it should be held that the interest payable under the Note or otherwise is in excess of the maximum permitted by law the interest chargeable hereunder (whether included in the face amount or otherwise) shall be reduced to the maximum amount permitted by law shall be cancelled automatically and shall be either refunded to the maker (if theretofore paid) or credited to the principal balance of the Note.

**R-15. Underlying Mortgage.** The mortgage premises are subject to the lien of the following described mortgage (hereinafter for convenience referred to as "senior mortgage" or "trust deed"):

Trust Deed dated January 16, 2002 recorded on January 15, 2002 as Document 0020105256 made by Lew Electric Fittings Co., an Illinois corporation to La Salle National Bank to secure Note for \$500,000.00.



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Terms, powers, provisions and limitations of the Trust under which Title to said land is held.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said senior mortgage (except the requirements to make the payments of principal and interest thereon), and upon compliance by mortgagor with the terms and provisions contained in said senior mortgage and contained herein, mortgagee will pay the installments of principal and interest from time to time due under said senior mortgage in accordance with its terms. Noting contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in said senior mortgage required to be performed by mortgagor, its successors and assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions hereof. If mortgagor shall default in the performance of any term or provision contained in this mortgage, mortgagee shall not be obligated to pay any principal or interest under the senior mortgage.

Mortgagor covenants and agrees that, to the extent mortgagee pays any installment of principal or interest or any other sums due under the senior mortgage, mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the senior mortgage and, in addition, to the extent necessary to make effective such rank and priority: (i) mortgagee shall become subrogated to, receive and enjoy all of the rights, liens, powers and privileges granted to the senior mortgage, and (ii) the senior mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured, hereunder.

**R-16. Transfer of Mortgage Premises.** The terms and conditions contained in the Installment Note collateralized by this Trust Deed are incorporated herein by reference, specifically including the "due on sale" clause contained therein.

**R-17. Impairment of Security.** The Mortgagor will not in any other manner impair the security of this mortgage for the payment of the indebtedness secured hereby, it being understood that any such impairment shall, at the option of the Mortgagee, also constitute a default hereunder.

**R-18. Inconsistency of Provisions.** In the event any provisions of this Rider shall be inconsistent with the provisions of the Trust Deed, the provisions of this Rider shall prevail.

**R-19. Tax Payments.** Mortgagor covenants to make timely tax payments and failure to do so shall constitute a default under the terms of this agreement.

**R-20. Timely Payments.** Mortgagee agrees to make timely payments on the underlying mortgage referred to in R-15. Failure of Mortgagee to comply with any of the terms of the underlying mortgage shall allow Mortgagor to cure all such defaults and to deduct such sums incurred in curing such default or defaults from the amount due and owing to Mortgagee under

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this mortgage and its accompanying Installment Note.

LEW FAMILY INVESTMENTS, LLC, an  
Illinois Limited Liability Company

BY: *Anthony J. Cozzi*  
ANTHONY J. COZZI, Manager

BY: *Susan Cozzi*  
SUSAN COZZI, Manager

**DOCUMENT PREPARED BY:**  
Lanphier & Kowalkowski, Ltd.  
568 Spring Road, Suite B  
Elmhurst, IL 60126

Property of Cook County Clerk's Office

Law Offices of  
**LANPHIER &  
KOWALKOWSKI, LTD.**  
568 SPRING ROAD  
ELMHURST, IL 60126  
PHONE: (630) 832-7759  
FAX: (630) 832-7868  
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[Lanphierlaw@Ameritech.net](mailto:Lanphierlaw@Ameritech.net)  
Dupage Attorney # 46900  
Cook Attorney # 05802