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TRUSTEE'S DEED JUNIOR MORTGAGE
(Illinois)

Doc#: 0729222057 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2007 10:16 AM Pg: 1 of 4

THIS INDENTURE, WITNESSETH, that Thomas E. Kegan and Susan Kill Kegan, husband and wife (hereinafter called the Grantor), of 9620 South Damen Avenue, Chicago, Illinois 60643 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Craig D. Chidester, as Trustee, of 432 S. Washington Street, Westmont, Illinois 60559 and to his successors in trust hereinafter named herein for the purpose of securing performance of the covenants and agreements herein, 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 City of Chicago, County of Cook and State of Illinois, to wit:

LOT 5 IN BLOCK 8 IN FOREST RIDGE, BEING A SUBDIVISION BY FRANKLIN P. BELL OF THE EAST ½ OF THE NORTH WEST ¼ OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 25-07-115-017-0000

Address of real estate: 9620 South Damen Avenue, Chicago, Illinois 60643

Hereby releasing and waiving all rights under any 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/are justly indebted upon a Secured Shareholder's Loan Note in the original amount of Six Hundred Thirty-Seven Thousand Seventy-One and 61/00 Dollars (\$637,071.61) bearing even date herewith and a Secured Promissory Note in the original principal amount of Sixty-Two Thousand Nine Hundred Twenty-Eight and 39/00 Dollars (\$62,928.39) bearing even date herewith.

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

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extending time of payment; (2) to pay prior to the first day of September 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, 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 interest may appear, which policies shall be left and remain with the said Mortgagees or Trustees 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; (7) that the above described real estate shall not be used as collateral to secure a loan in excess of the amount of the loan(s) having a priority lien to this junior mortgage on the date of Trust Deed; (8) that the above described real estate shall not be used as collateral to secure a loan subordinate to the lien created by this Trust Deed.

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 the date of payment at seven 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 seven 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, 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 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.

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The name of the record owner is Thomas E. Kegan and Susan Kill Kegan, husband and wife as tenants by the entirety.

IN THE EVENT of the death or incompetency of said grantee, or of his resignation, refusal or failure to act, then any one of Michael J. Polachek, William A. Kindorf, Daniel Formeller, or D.J. Satorio of Tressler, Soderstrom, Maloney & Priess, LLP able and willing to act is hereby appointed to be first successors in this trust. And when all 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.

WITNESS the hand and seal of the Grantor effective as of the 13th day of September, 2007.

By: Thomas E. Kegan (Seal)
Thomas E. Kegan

By: Susan Kill Kegan (Seal)
Susan Kill Kegan

Property of Cook County Clerk's Office

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State of Illinois, County of DuPage ss.

I, Michael J. Polachek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas E. Kegan and Susan Kill Kegan, 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 notarial seal, this 13th day of September, 2007.

NOTARIAL SEAL



Michael J. Polachek
NOTARY PUBLIC
Commission expires 5/12, 2011.

This instrument prepared by: Attorney Michael J. Polachek, Tressler, Soderstrom, Maloney & Priess, LLP 2100 Manchester Road, Suite 950, Wheaton, IL 60187

MAIL TO:

Attorney Michael J. Polachek
Tressler Soderstrom Maloney & Priess, LLP
2100 Manchester Road – Suite 950
Wheaton, IL 60187

MAIL TAX BILLS TO:

Thomas E. Kegan
9620 South Damen Avenue
Chicago, IL 60643

THIS MORTGAGE IS A JUNIOR MORTGAGE

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