

# UNOFFICIAL COPY



## TRUST DEED

This Trust Deed made this 19th day of **September, 2007** between **Stanislaw Roguski**, 5141 W. 183rd Street, Country Club Hills, IL 60478 hereinafter called **Mortgagor**, AND **Raymond A. Loeb & Roy L. Loeb**, as Trustees, **Witnesseth:**

**Doc#: 0732033057 Fee: \$62.00**  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/16/2007 11:31 AM Pg: 1 of 6

SA 3265276

**That Whereas**, the said **Stanislaw Roguski**, Mortgagor, herein being justly indebted upon one principal Promissory Note in the total principal sum of **Two Hundred Eighty Thousand and no/100 Dollars (\$280,000.00)**, being even date herewith, payable to the order of **Raymond A. Loeb & Roy L. Loeb**, by which said Note the Mortgagor promise to pay the said principal sum and interest from **September 19, 2007**, on the balance of principal remaining from time to time at the rate of **7.5%** per annum in installments (including principal and interest), as follows:

**Interest only payment of \$6,730.42 due on January 15, 2008; payment of principal and interest in the amount of \$2,595.63 due on February 15, 2008; and a payment of principal and interest in the amount of \$2,595.63 on the 15th day of each month thereafter until 15 years from the date of the initial payment date, i.e. January 15, 2023.**

**This is a purchase money mortgage. It may be prepaid at any time without penalty.**

**Now, Therefore**, the said Mortgagor for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and for the purpose of securing the faithful performance of the covenants and agreements herein contained and also in consideration of the sum of One Dollar (\$1.00) in hand paid, do by these presents, **CONVEY AND WARRANT** unto the said Trustees, the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and all heating, lighting, and plumbing apparatus and all other fixtures, now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of **Will**, in the State of Illinois, to-wit:

**See Legal Description Attached Hereto as Exhibit "A"**

**P.I.N. 31-04-200-005; 31-04-200-032; 31-04-200-034;31-04-200-037**

**c/k/a: 5141 W. 183rd Street, Country Club Hills, IL 60478**

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

**BOX 334 CTR**

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**To Have and to Hold** the above described premises, with the appurtenances and fixtures unto the said Trustees, successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said Mortgagor covenants and agrees as follows: To pay said indebtedness and the interest thereon as herein and in said Note provided; to pay all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair; to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lighting, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustees, as interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said Grantor so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof, with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefore, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

**In the Event of a Breach** of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

**It is further agreed** by the mortgagor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or any part thereof or the said Trustees for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing and abstract of title or title insurance showing the whole title to said premises embracing foreclosure decree shall be paid by the mortgagor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the Trustees or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the mortgagor; that such fees, expenses and disbursements shall be an additional lien and charge upon said premises secured by this Deed, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, and that such proceedings shall not be dismissed, nor a release hereof given until all such fees, expenses and disbursements, and the costs of suit have been paid.

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The Mortgagor waives all right to the possession of, and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires and agrees that upon the filing of any suit to foreclose this Trust Deed, the Court in which such bill is filed, may at once, and without notice to the said Mortgagor or any party claiming under such Mortgagor, appoints a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises, during the pendency of such foreclosure suit and until the time to redeem the same from any sale thereunder shall expire.

In the event of the refusal, resignation or inability of any of the Grantees to act as Trustees, then \_\_\_\_\_ of \_\_\_\_\_, is hereby appointed to be successor in this Trust for \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, is hereby appointed to be successor in this Trust for \_\_\_\_\_.

When all the aforesaid covenants and agreements have been fully performed, the said Trustees shall release said premises to the party entitled to receive the same, on receiving reasonable charges therefor.

If all or any part of the property or any interest in it is sold or transferred by Deed or by Installment Agreement For Deed without the holder of the Note's prior consent, the Trustees may, at the holder of the Note's option, require immediate payment in full of all sums secured by this mortgage. If the Note Holder exercises this option, the Note Holder shall give Borrower Notice Of Acceleration. The Notice shall provide a period of not less than thirty (30) days from the date the Notice is delivered or mailed within which the Mortgagor must pay the sums prior to the expiration of this period, the Note Holder may invoke any remedies permitted by this instrument without further notice or demand upon the Mortgagor.

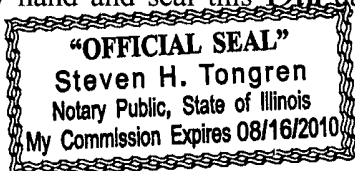
Witness the hand and seal of the Grantor, this **19th** day of **September, 2007**.

  
\_\_\_\_\_  
Stanislaw Roguski

State of Illinois )  
                                  ) ss.  
County of Will     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **Stanislaw Roguski** personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **he** signed, sealed and delivered the said instrument as **his** 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 seal this **19th** day of **September, 2007**.



  
\_\_\_\_\_  
Notary Public

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**This Instrument Prepared By:**

**Steven Tongren  
TONGREN LAW OFFICES  
101 N. Second Street  
P.O. Box 519  
Peotone, IL 60468  
708-258-9850**

**Mail To:**

**Steven Tongren  
TONGREN LAW OFFICES  
101 N. Second Street  
P.O. Box 519  
Peotone, IL 60468**

Property of Cook County Clerk's Office

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## PARCEL 1:

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

## PARCEL 2 "A"

THAT PART OF NORTH 50 ACRES OF WEST 1/2 OF NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN NORTH LINE OF SAID WEST 1/2 WHICH IS 350.58 FEET EAST OF NORTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL TO WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO SAID NORTH LINE A DISTANCE OF 175.29 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE 497.00 FEET, TO A POINT IN SAID NORTH LINE OF SAID WEST 1/2; THENCE WEST ON SAID NORTH LINE 175.29 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM; THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 350.58 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 152.55 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 97 DEGREES 56 MINUTES 25 SECONDS TO THE LEFT, OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 106.31 FEET TO A POINT, THENCE EASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 171 DEGREES, 35 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 137.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 175.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM LANDS DEDICATED FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

PARCEL 2 "B" THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 275.29 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID WEST 1/2, A DISTANCE OF 75.29 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET, TO THE NORTH LINE OF THE SAID WEST 1/2; THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 75.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART FALLING IN 183RD STREET AS WIDENED) IN COOK COUNTY, ILLINOIS

**Exhibit "A"**

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## PARCEL 2"C"

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 525.87 FEET EAST OF THE NORTHWEST CORNER THEROF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 202.94 FEET; THENCE NORTHERLY IN A STRAIGHT LINE A DISTANCE OF 497.00 FEET TO A POINT IN THE SAID NORTH LINE OF THE WEST 1/2 WHICH IS 735.65 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE WEST ON SAID NORTH LINE 209.81 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 171.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 525.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 202.88 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 089 DEGREES 40 MINUTES 44 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 140.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2, A DISTANCE OF 209.81 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING, THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Exhibit "A"

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