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Doc#: 0808534129 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/25/2008 03:22 PM Pg: 1 of 3

After Recording
return to

Sam Fakhouri
1820 Ridge Road
Homewood, IL 60430

TRUST DEED SECOND MORTGAGE

THIS INDENTURE WITNESSETH, that Grantor, **PAUL L. SHELTON**, of the City of Oak Brook, County of Cook, State of Illinois, for and in consideration of **FIFTY THOUSAND DOLLARS (\$50,000)** in hand paid, conveys and warrants unto **SAM FAKHOURI**, whose address is 1820 Ridge Road Homewood, Illinois 60430 ("Lender"), as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon including all heating, air conditioning, electrical, gas and plumbing apparatus, equipment and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook, State of Illinois, to wit:

See attached 3 legals

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

WHEREAS, the Grantor is justly indebted upon One Principal promissory note bearing even date herewith, payable in principal and interest, payable monthly beginning on April 15th, 2008, and continuing on the fifteenth day of each month thereafter for the term of the loan. Said second mortgage is in the amount of fifty thousand dollars (\$50,000.00) with an interest rate of forty percent (40%) per month for three months, then twenty-five (25%) percent per month over a fifteen (15) year period. All payments on account of this indebtedness shall first be applied to the principal and interest due and then to the principal.

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 written agreement extending time of payment; (2) to pay when due as required, 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 by companies to be selected by the grantee herein, who is hereby authorized to place such insurance by 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 Mortgagee 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.

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IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of the 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 twenty percent (20%) per annum shall be so much additional indebtedness secured hereby.

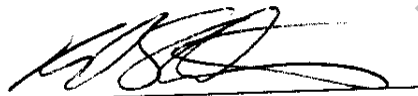
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of said breach at twenty percent (20%) 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 plaintiffs in connection with the foreclosure hereof--- including reasonable attorneys' fees, outlays or 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 such expenses and disbursements, and the costs of suit, including attorneys' fees, has been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all rights 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 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 the Record Owner is : **PAUL L. SHELTON.**

IN THE EVENT of the death or removal from said Cook County of the grantees, or of their resignation, refusal or failure to act, then Joseph Younes of Cook County is hereby appointed to be the first successor in this trust; and if for any like cause said first successor fails or refuses to act, the person who shall then be acting as Recorder of Deeds of said County of Cook or their agent is hereby appointed as second successor in trust. And then when all of the aforesaid covenants and agreements are performed, the grantees or his successor in trust, shall release said premises to the party in title, on receiving his reasonable charges.

This Trust Deed is subject to: easements, conditions, restrictions and a first mortgage of record. Witness the hand and seal of the Grantor this 18th day of March 2008. These liens are subordinate to any prior liens.



PAUL L. SHELTON

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LEGAL DESCRIPTION

Property No. 1

LOT 31 (EXCEPT THE EAST 11 INCHES THEREOF) IN AVERY'S SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTH EAST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #: 20-08-123-020-0000

PROPERTY ADDRESS: 1258 W. 50th Street Chicago, Illinois 60609

Property No. 2

Lot 20 in Block 2 in Colorado Addition to Chicago Subdivision, being a subdivision of the Southeast 1/4 and the Northwest 1/4 of the South 1/2 of the East 1/2 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

TAX ID #: 16-15-226-019-0000

PROPERTY ADDRESS: 4920 W Van Buren Chicago, Illinois 60624

Property No. 3

LOTS 6 IN TIMBERWOODS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1975 AS DOCUMENT R75-45807, IN DUPAGE COUNTY, ILLINOIS

TAX ID: 09-01-107-010

PROPERTY ADDRESS: 317 Bonne Brae Hinsdale, IL 60521