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Doc#: 0901631049 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/16/2009 12:16 PM Pg: 1 of 8

Deed In Trust

Property of Cook County Clerk's Office

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PREPARED BY: _____

RETURN TO: DHN Capital InvestmentsPROPERTY ADDRESS: 223 W. Jackson, Suite 1101 Chicago, IL 60606

TRUST NUMBER:

DEED OF TRUST

STATE OF ILLINOIS

COUNTY OF COOK

This Deed of Trust, executed this 5th day of September, 2007 and between Edidiong M. Udonkang (Borrower); DHN Capital Investments ("Trustee"); DHN Capital Investments and or assigns, ("Lender").

WITNESSETH:

THAT WHEREAS, the Lender agrees to advance to the Borrower the sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "Loan"), evidenced by the Promissory Note ("Note") from the Borrower to the Lender, dated the same date as this Deed of Trust, which together with any amounts advanced to protect the security of this Deed of Trust shall be the total amount secured;

AND WHEREAS, it has been agreed that the Loan will be advanced subject to the terms and conditions for repayment and use of the property as set forth in the Note and this Deed of Trust. If not paid sooner, and absent any event of default, the Loan shall be cancelled in full on that date **ten (10) years** from the date hereof;

AND WHEREAS, it has been agreed that the Loan shall be secured by the conveyance of the land described in this Deed of Trust;

NOW, THEREFORE, in consideration of the premises and for TEN DOLLARS (10.00) paid by the
Trustee, the receipt of which is hereby acknowledged, the Borrower has bargained and sold by these presents does bargain, sell and convey unto the Trustee, and the Trustee's heirs, successors and assigns, the premises in Cook County, Illinois, described as follows, together with all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the premises (the "Property"):

See Exhibit A, attached hereto and incorporated herein by reference

TO HAVE AND TO HOLD the Property, with all privileges and appurtenances thereunto belonging to the Trustee, the Trustee's heirs, successors and assigns forever, upon the trust, terms and conditions and for the uses set forth in this Deed of Trust.

If there shall be any default in any of the terms, covenants or conditions of the Note, the terms of which are made a part of this Deed of Trust and incorporated by reference, or any failure or neglect to comply to the satisfaction of the Lender with the covenants, terms or conditions contained in this Deed of Trust, then, and in any such events, if the default is not made good within the time period set out to cure such default, or if none is set out within thirty (30) days, the

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Note shall, at the option of and upon demand of the Lender, at once become due and payable, and it shall be lawful for and the duty of the Trustee, upon request of the Lender, to sell the Property at public auction for cash, after having first given such notice of hearings as to commencement of foreclosure proceedings and obtained findings or leave of court as may be then required by law and giving notice of and advertising the time and place of sale in the manner as may be then provided by law, and upon sale and any resale and upon compliance with the law then relating to foreclosure proceedings to convey title to the purchaser in fee simple. The proceeds of the sale, after the Trustee retains the Trustee's commission, shall be applied to the costs of sale, the amount due on the Loan and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale.

The Borrower does hereby covenant and agree with the Trustee and Lender as follows:

1. **TAXES, ASSESSMENTS, CHARGES.** Borrower shall pay all taxes, assessments and charges as may be lawfully levied against the Property before the same shall become past due. In the event that the Borrower fails to pay all taxes, assessments and charges as required, then the Lender at its option may pay them and the amount paid shall be added to the Note secured by this Deed of Trust and shall be due and payable upon demand of the Lender.
2. **WASTE.** The Borrower covenants that the Borrower will keep the Property in good order, repair and condition, reasonable wear and tear excepted, and that the Borrower will not commit or permit any waste on the Property.
3. **WARRANTIES.** Borrower covenants with Trustee and Lender that the Borrower is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that the Borrower will warrant and defend the title against the lawful claims of all persons whomsoever, except that title to the Property is subject to the following exceptions:

See Exhibit B, attached hereto and incorporated herein by reference

4. **SUBSTITUTION OF TRUSTEE.** Borrower and Trustee covenant and agree that in case the Trustee, or any successor trustee, shall die, become incapable of acting, renounce this trust, or for other similar or dissimilar reason become unacceptable to the Lender, or if the Lender desires to replace the Trustee, then the Lender may appoint, in writing, a substitute trustee to take the place of the Trustee; and upon the protate and registration of the writing, the substitute trustee thus appointed shall succeed to all the rights, powers, duties and obligations of the Trustee.
5. **CIVIL ACTIONS.** In the event that the Trustee is named as a party in any civil action as trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action, and the reasonable attorney's fees of the Trustee in such action shall be paid by the Lender and added to the Note and secured by this Deed of Trust, and shall be due and payable by Borrower upon demand of the Lender.
6. **OTHER LIENS.** Default, after any applicable notice and cure therein, under the terms of any instrument secured by a lien on the Property shall constitute default under this Deed of Trust without any further right to notice and cure.
7. **SUBORDINATION.** Any subordination of this lien to any other debts, liens, encumbrances or obligations shall be only upon the prior written consent of the Lender,

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which may be given or withheld in the Lender's sole discretion.

8. **RIGHT TO INSPECT.** To assure and protect its right in this Deed of Trust and the Property, the Lender shall have the right of access to and inspection of the Property at reasonable times and with reasonable notice to the Borrower.
9. **CONDEMNATION.** If the Property, or any part of the Property, is condemned under any power of eminent domain, or acquired for public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of the indebtedness under this Deed of Trust and the Note remaining unpaid, are hereby assigned by the Borrower to the Lender to be applied by the Lender on account of the indebtedness.
10. **WAIVER OF DEFAULT.** No sale of the Property and no forbearance on the part of the Lender and no extension of the time for the repayment of the debt secured hereby given by the Lender shall operate to release, discharge, modify, change, or affect the original liability of the Borrower either in whole or in part. The Lender can, in its complete discretion, waive any default, and can waive by written instrument, in advance, any individual action which might constitute a default.
11. **TRANSFER OR MISUSE OF THE PROPERTY.** Borrower shall be in default without any notice or right to cure and Lender shall require immediate payment in full of all sums secured by this Deed of Trust if all or any part of the Property, or any interest therein, is sold or transferred by Borrower, whether voluntary or involuntary, or by operation of law without Lender's prior written consent, which may be withheld in Lenders sole discretion. During Borrower's life, the Property must be occupied by the Borrower as his or her principal residence, unless Borrower's health does not permit the Borrower to occupy the Property as his or her principal residence. The Property may not be used or maintained as rental property under any circumstances.
12. **NOTICES.** Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or mailing it by first class mail. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this section.
13. **INSURANCE.** Borrower shall keep the Property and all improvements on the Property, now or hereafter erected, constantly insured for the benefit of the Lender against loss by fire, windstorm and such other casualties and contingencies, in a manner and with companies and for such amounts, not less than the amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods as may be required by the Lender. Borrower shall purchase such insurance, pay all premiums therefore, and shall deliver to Lender such policies along with evidence of premium payment as long as the Note secured hereby remains unpaid. All insurance policies and renewals shall be held by Lender and have attached a loss payable clause in favor of the Lender. In the event of loss, Borrower shall give immediate notice by mail to Lender. If the Borrower fails to pay any premium at least ten (10) days before it is past due or deliver said policies along with evidence of payment of premiums thereon, then the Lender, at its option, may purchase such insurance. Such amounts paid by Lender shall be added to the Note, secured by this Deed of Trust, and shall be due and payable by Borrower upon demand of the Lender.

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14. ACCELERATION IN THE CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, or under any Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or otherwise admits insolvency or is adjudged insolvent, or a receiver is appointed for Borrower or the Property, then Lender may, at Lender's option, declare all of the sums secured by this instrument to be immediately due and payable without prior notice to Borrower without any right to cure. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy shall be an additional indebtedness of Borrower secured by this Deed of Trust.

15. HAZARDOUS MATERIALS. Borrower warrants that:

- (i) The Property shall be kept free of Hazardous Materials.
- (ii) Borrower shall not permit the installation, generation, transportation or release of Hazardous Materials in or on the Property.
- (iii) Borrower shall at all times comply with all applicable Environmental Laws affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any Environmental Laws.
- (iv) Borrower shall immediately give the Lender oral and written notice in the event that Borrower knows of a violation of these warrants or receives any notice from any governmental agency or other party with regard to Hazardous Materials affecting the Property.

Borrower hereby agrees to indemnify Lender and hold Lender harmless from any losses, liabilities, damages, injuries (including but not limited to attorney's fees), and claims incurred or suffered by or asserted against Lender, as a direct or indirect result of any warranty or representation made by Borrower in this paragraph (Hazardous Materials) being false or untrue in any material respect.

For purposes of this Deed of Trust, "Hazardous Material" means petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, defined as such in the Environmental Laws.

For purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Superfund" law, or any other federal, state or local law relating to standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste.

16. GOVERNING LAW. This Deed of Trust is to be governed and construed in accordance with the laws of the State of Illinois.

17. FUTURE ADVANCES (Check if applicable). If this paragraph is checked, this Deed of Trust is given wholly or partially to secure future obligations which may be incurred hereunder; the amount of present obligations secured hereunder is One Hundred Fifty Thousand Dollars and 00/100 Dollars (\$150,000); the maximum amount (including present as well as future advances) to be advanced hereunder shall not exceed the face amount of the Note, provided such future obligations are incurred not later than ten (10) years after the date of the Note; **[in no case more than ten years from the date of the Note]**; and no execution of a written instrument or notation shall be necessary to evidence or secure any future advances made hereunder.

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IN TESTIMONY WHEREOF, the Borrower(s) has (have) executed this instrument under seal on the date first above written.

BORROWER(S):

[Signature] (SEAL)

(SEAL)

Property of Cook County Office

STATE OF ILLINOIS

COOK COUNTY

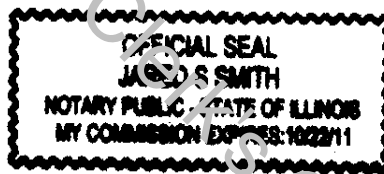
I, Jared Smith, a Notary Public of said County and State do hereby certify that Edidiong M. Udonkang personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notary seal, this the 5th day of September, 2008.

Notary Public Jared Smith

(Affix notary seal)

My Commission Expires: 10-22-11



Exempt under the provisions of Paragraph E Section 4 of the Real Estate Transfer Act

Date: 09/05/08

Initials: JS

City of Chicago Real Estate
Dept. of Revenue Transfer Stamp
571146 \$0.00



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Exhibit A

LOT 33 AND THE NORTH HALF OF LOT 32 IN BLOCK 3 IN HALEY'S MARQUETTE PARK SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**FOR INFORMATIONAL PURPOSES ONLY
THE SUBJECT PREMISES IS COMMONLY KNOWN AS:
7027 SOUTH WASTENAW AVENUE, CHICAGO, IL 60629**

Property of Cook County Clerk's Office

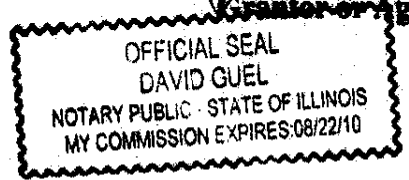
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated January 14, 2009

Signature: _____
Grantor or Agent

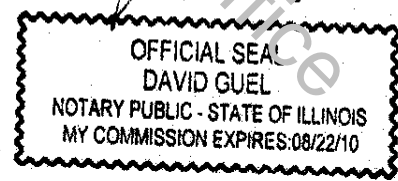


Subscribed and sworn to before me
By the said Edid.roy Galanter
This 14 day of January, 2009
Notary Public David Guel

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Date January 14, 2009

Signature: _____
Grantee or Agent



Subscribed and sworn to before me
By the said Edid.roy Galanter
This 14 day of January, 2009
Notary Public David Guel

Note: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)