## UNOFFICIAL COPY

Doc#: 0923355069 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 08/21/2009 02:05 PM Pg: 1 of 3

LHA SECURITY AGREEMENT

RESIDENT: Elaine Fills +

PROPERTY ADDRESS:

1777 Crystal LANE #303

LEGAL DESCRIPTION: (SEE LEGAL ATTACHED)

PERMANEN UNDEX NUMBER: 08-22-203-007-1018

Prepared By:

CARLTON W. LOHKENTZ, Attorney 1655 N. Arlington Hts. Rd. #102E Arlington Heights, IL 60004 Mail To:

CARLTON W. LOHRENTZ, Attorney 1655 N. Arlington Hts. Rd. #102E Arlington Heights, IL 60004

- 1. The undersigned Parties, including the resident (hereinafter the Undersigned) do hereby warrant that they are the owners of the above-said property which is in process of being sold. The Undersigned agree to use their best efforts to complete the sale of the above-said property. The Undersigned acknowledge that a delay in sale or closing of above-said property may result in late payment of the resident's monthly statement for cost of care, including late charges, interest and additional charges as determined by the Resident contract with the Lutheran Home for the Aged, inc. (hereinafter LHA).
- 2. The undersigned agree to use all resources including the property to pay such statements when due. In the event the undersigned shall be unable to pay such monthly statements, then the undersigned do hereby, as security for the obligations contained herein, give to the LHA, a security interest in said property which shall be a lien on the real estate and shall be repaid in full upon sale or transfer of the instant premises, or the death of the resident, whichever occurs first.
- 3. LHA shall be entitled to payment of all sums due including the costs incurred relative to the recording of this Security Agreement and court costs and attorney fees actually incurred in enforcing its terms.
- 4. LHA assumes no responsibility for the real estate taxes, insurance, or maintenance of the property and the undersigned to hereby specifically agree to maintain and preserve the property including the payment of all utilities, expenses, real estate taxes and insurance.

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- If the Undersigned or any of them breach any term of this Agreement or fail to perform any obligations hereof, than LHA, at their option, may declare all sums secured hereby to be immediately due and payable without further demand and proceed to collect from the undersigned individually and jointly all sums due hereunder including the reasonable attorney's fees and costs incurred in forcing this Agreement.
- 6. Upon payment of all sums secured by this Agreement, LHA shall deliver a release of lien to the Undersigned.

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Dated this 222 day of	Juny , 2009.
70 <sub>0</sub> /x	RESIDENT: VOLVET OF PERFORMY
200	Élaire Falkst
	TITLEHOLDER:
	Claine Fallest
	TITLEHOLDER:
	ATTORNEY DU-FACT:
•	X fleether & sorce POA
	GUARDIAN OF THE ESTATE:
	'S
	V.Sc.

LEGAL DESCRIPTION

Notary Public

Subscribed and swom to this 22 day of July

"OFFICIAL SEAL"

VALERIE A. PETRAVICZ

Notary Public, State of Illinois

My Commission Expires 03/02/10

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## LEGAL DESCRIPTION

Unit Number 303, in the Crystal Towers Condominium Building "D," as delineated on a survey of the following described real estate: Part of Lot 1 in Crystal Towers Condominium Development, being a consolidation of Lot "A" Outlot "B" of Tally Ho Apartments, a development of part of the North East 1/4 of the North East 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document Number 25214263, together with its undivided percentage interest in the common clements, in Cook County, Illinois.

Commonly known as 1777 Crystal Lane, Mount Prospect, #303, IL 60056

Permanent Index Number 08-22-203-067-1018