

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program



Doc#: 1026405082 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/21/2010 02:01 PM Pg: 1 of 6

### Certificate of Exemption

FIRST AMERICAN TITLE  
ORDER# 1729507

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 15-21-100-009

**Address:**

**Street:** 10321 West Roosevelt Road

**Street line 2:**

**City:** Westchester

**State:** IL

**ZIP Code:** 60154

**Lender:** 10321 West Roosevelt, LLC

**Borrower:** Robert M. Ruggle Trust dtd 7/21/66 as to an undivided one third and Manfred Pfeiffer and Marlene Pfeiffer

**Loan / Mortgage Amount:** \$5,705.20

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S Y  
P 6  
S N  
SC Y  
INT D

**Certificate number:** DD325283-182B-4BAB-A90E-25FD6A91B666

**Execution date:** 09/03/2010

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FIRST AMERICAN TITLE  
 ORDER# 172 9507

TRUST DEED **AF**  
 (Monthly Payments **30x3**  
 Including Interest)

THIS INDENTURE made this 3rd day of September, 2010, between 10321 West Roosevelt, LLC 10321 West Roosevelt Road, Westchester, IL 60154 hereinafter referred to as "Mortgagor," and Robert M. Tuggle Trust dated 7/21/66, as to an undivided one-third and Manfred Pfeiffer and Marlene Pfeiffer, as joint tenants, as to an undivided two-thirds, 1626 Heather Lane, Darien, IL 60561, hereinafter referred to as "Trustees," witnesseth:

That Whereas Mortgagor is justly indebted to the legal holder of a principal promissory note, termed "Installment Note," of even date here with, executed by mortgagor, made payable to Robert M. Tuggle and Manfred Pfeiffer and delivered in and by which note Mortgagor promises to pay the principal sum of FIVE HUNDRED THREE THOUSAND TWO HUNDRED EIGHTY-THREE and 58/100 Dollars (\$503,283.58) and interest from September 3, 2010 on the balance of principal remaining from time to time unpaid at the rate of (7.75%) per annum, such principal sum and interest to be payable in monthly installments as follows: FIVE THOUSAND SEVEN HUNDRED FIVE and 20/100 Dollars (\$5,705.20) on the 25th day of September, 2010, and FIVE THOUSAND SEVEN HUNDRED FIVE and 20/100 Dollars (\$5,705.20) on the 25th day of each month thereafter until said note is fully paid, the final payment of principal and interest, if not sooner paid, shall be due on the 25th day of JULY, 2021 in the amount of FIVE THOUSAND SEVEN HUNDRED FIVE and 20/100 (\$5,705.20); all such payments on account of the indebtedness evidenced by said note to be applied first to late payment penalties, second to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each said installment constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof at the rate of twelve percent (12%) per annum, and all such payments being made payable at 1626 Heather Lane, Darien, IL 60561 or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof of in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed (in which event election may be made at any time after the expiration of said three days, without notice) and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, Mortgagor by these presents CONVEYS AND WARRANTS unto the Trustees, their successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in County of COOK and State of Illinois, to wit:  
 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF - **EXHIBIT A**

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Permanent Tax Index Number(s): 15-21-100-009 (affects Lot 20), 15-21-100-010 (affects Lot 19), 15-21-100-011 (affects Lot 18), 15-21-100-012 (affects Lot 17), 15-21-100-013 (affects Lot 16) and 15-21-100-008 (affects Lot 21)

Address(es) of Real Estate: 10321 WEST ROOSEVELT ROAD, WESTCHESTER, IL 60154

which together with the property hereinafter described, is herein as the "premises."


TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereof (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and windows, floor coverings, indoor beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagor or their successor or assign shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustees, their successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

The name of a record owner is: 10321 West Roosevelt, LLC

Dated this 3 day of September, 2010.

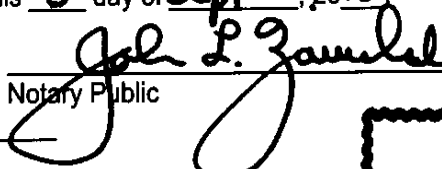
 (SEAL)  
STEVEN J. BERNASEK, Member

 (SEAL)  
LAWRENCE C. ROSSA, Member

State of Illinois )  
County of Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven J. Bernasek and Lawrence C. Rossa, Members of 10321 West Roosevelt, LLC, personally known to me to be the same persons whose name 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.

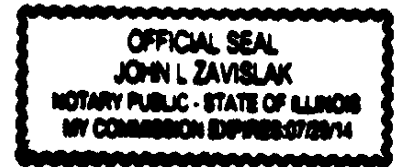
Given under my hand and official seal this 3 day of Sept, 2010.

  
Notary Public

Commission expires \_\_\_\_\_, 20\_\_

This instrument was prepared by:

John L. Zavislak  
1 South 280 Summit, C-2  
Oak Brook Terrace, IL 60181



MAIL TO:

SEND SUBSEQUENT TAX BILLS TO:  
Robert M. Tuggle  
10321 West Roosevelt Road  
Westchester, Illinois 60154

=====

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AFFIX TRANSFER STAMPS ABOVE

or

Exempt under provisions of Paragraph \_\_\_\_\_, Section 31-45, Property Tax Code.

\_\_\_\_\_, 20\_\_\_\_\_  
 Buyer, Seller or Representative                      Date

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagor shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanics' liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustees or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustees or holders of the note.
2. Mortgagor shall pay before any penalty attached all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustees or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustees for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustees or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustees or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustees for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate of twelve percent (12%) per annum. Inaction of Trustees or the holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder or any part of the Mortgage.
5. The Trustees or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustees or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of twelve percent (12%) per annum, when paid or incurred by Trustees or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are

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mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Trustees hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for such protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustees or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustees shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where as release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. The Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. ONE

 Trustees

### IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: PARCEL 1:

LOTS 16, 17, 18, 19 AND 20, AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING PART OF LOT 17, AND ALL OF LOTS 18, 19 AND 20, IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER SUBDIVISION, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 21 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING PART OF LOT 21, IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER SUBDIVISION, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index #'s: 15-21-100-008-0000 Vol: 170 and 15-21-100-009-0000 Vol: 170 and 15-21-100-010-0000 Vol: 170 and 15-21-100-011-0000 vol: 170 and 15-21-100-012-0000 Vol: 170 and 15-21-100-013-0000 Vol: 170

Property Address: 10321 West Roosevelt Road, Westchester, Illinois 60154

Cook County Clerk's Office