

Illinois Anti-Predatory Lending Database Program

Doc#: 1814446105 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/24/2018 01:52 PM Pg: 1 of 7

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 12-12-425-009-1083

Address:

Street: 4811 N Olcott Ave

Street line 2: Unit 611

City: Harwood Heights

State: IL

ZIP Code: 60706

Lender: Chicago Title Land Trust Company

Borrower: Rafael Rios as trustee of the Rios Family Trust

Loan / Mortgage Amount: \$270,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Chicago Title 18A20170043NA

Certificate number: B1A44819-9C57-4587-9B74-4EEF9613C49E

Execution date: 3/27/2018

UNOFFICIAL COPY

TRUST DEED

This trust deed consists of six pages (3 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagor, its successors and assigns.

THIS INDENTURE, made this 27th day of March 2018, between RAFAEL RIOS, not personally but as TRUSTEE of the RIOS FAMILY TRUST under the provisions of a certain trust agreement dated March 17, 2018 and a deed duly recorded and delivered to said RAFAEL RIOS in pursuance of said Trust herein referred to as "First Party", and CHICAGO TITLE LAND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the First Party has concurrently herewith executed an installment note bearing even date herewith in the Principal Sum of **TWO HUNDRED SEVENTY THOUSAND NO/100 DOLLARS (\$270,000)** payable to BEARER and delivered, said installment note being the amount and maturing as follows:

TWO HUNDRED SEVENTY THOUSAND NO/100 DOLLARS (\$270,000) maturing on 27th day of MARCH 2021

in and by which said note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sums so evidenced by said note with interest thereon from March 27, 2018 until maturity at the rate of **FIVE PERCENT (5%)** per annum payable in installments (including principal and interest" as follows: **ONE THOUSAND FOUR HUNDRED SEVENTY ONE and NO/100 DOLLARS (\$1,471.00)** or more on **April 27, 2018** and **ONE THOUSAND FOUR HUNDRED SEVENTY ONE and NO/100 DOLLARS (\$1,471.00)** or more on the **27th day** of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the **27th day of MARCH 2021**. Said payment of both principal and interest to be made at such banking house or trust company in **Chicago, Illinois**, as the legal holder of this note may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of **DAVID DELGADO, 1430 N WESTERN, CHICAGO, IL 60622-1734**.

NOW, THEREFORE, the First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby

UNOFFICIAL COPY

acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

SEE SCHEDULE A

PIN 12-12-425-009-1083

Commonly known as 4811 North Olcott Ave, Unit 611, Harwood Heights, Illinois 60706

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

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth and for the equal security of the said installment notes hereinabove described, without preference or priority of any one of said principal notes, over any of the others by reason of priority of time of maturity, or the negotiation thereof or otherwise.

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Until the indebtedness aforesaid shall be fully paid, and in the case of the failure of First Party, its successors or assigns to : (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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 Trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured

UNOFFICIAL COPY

from the appropriate public office without injury 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.

3. At the option of 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.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. 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 Of on behalf of Trustee or holders of the notes, or any of them, 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 tile as Trustee or holders of the notes, or any of them, 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. 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 a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest prematurity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including 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.

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

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors 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 Trustee hereunder may be appointed

UNOFFICIAL COPY

as such receiver. Such receiver shall have the 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 of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 the 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: (a) 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 foreclosure sale; (b) the deficiency in case of sale and deficiency.

7. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, 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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee 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 installment notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the installment notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the installment notes described herein, it may accept as the genuine installment notes herein described any notes which may be presented and which conform in substance with the description herein contained of the installment notes and which purport to be executed by the persons herein designated as makers thereof.

10. Trustee may resign by instrument in writing filed in the office of the Recorder in which this instrument shall have been recorded. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

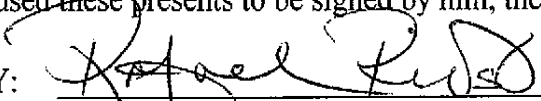
11. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall

UNOFFICIAL COPY

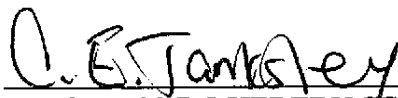
be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed, The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

THIS TRUST DEED is executed by the CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said CHICAGO TITLE LAND TRUST COMPANY, hereby warrants that it possesses power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said CHICAGO TITLE LAND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said CHICAGO TITLE LAND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the Owner or Owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any,

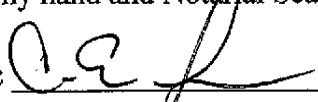
IN WITNESS WHEREOF, RAFAEL RIOS, not personally but as TRUSTEE of the RIOS FAMILY TRUST under the provisions of a certain trust agreement dated March 17, 2018 as aforesaid, has caused these presents to be signed by him, the day and year first above written.

BY: 
RAFAEL RIOS

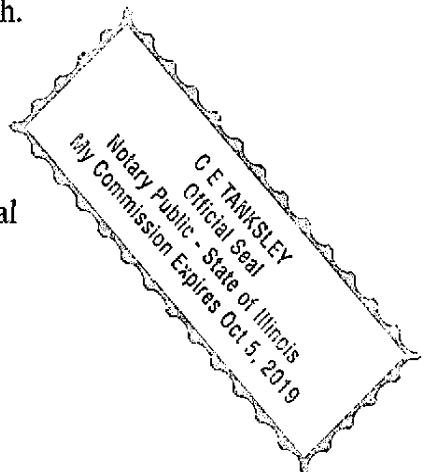
STATE OF ILLINOIS^{SS}
COUNTY OF COOK

I, , the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named RAFAEL RIOS, not personally but as TRUSTEE of the RIOS FAMILY TRUST under the provisions of a certain trust agreement dated March 17, 2018, Grantor, 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the RIOS FAMILY TRUST for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27th day of March 2018.

Notary Public 
Commission Expires October 5, 2019.

Notarial Seal



UNOFFICIAL COPY

SCHEDULE A

UNIT 4811-611 IN THE CLOCK TOWER POINTE OF HARWOOD HEIGHTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE PROPERTY DESCRIBED BELOW AND THE EXCLUSIVE RIGHT TO USE PARKING SPACE P2-47 and P2-48 AND STORAGE SPACE S2-47 and S2-48 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0716903044 AND AS AMENDED BY DOCUMENT 0724215000

PARCEL A:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 9 AND LOTS 4, 5, AND 6 TOGETHER WITH THE SOUTH ½ OF THE VACATED 16 FOOT ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 4, 5, AND 6 IN BLOCK 10; AND ALL OF VACATED GUNNISON STREET LYING BETWEEN AFORESAID BLOCKS 9 AND 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE SOUTH EAST ¼ AND PART OF THE WEST ¼ OF THE SOUTH EAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL B.:

THAT PART OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE SOUTH EAST ¼ AND PART OF THE WEST ½ OF THE SOUTH EAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF AFORESAID SECTION 12, RECORDED APRIL 28, 1925 AS DOCUMENT 8886267, LYING WEST OF WEST LINE OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 12 AFORESAID, AND LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR AFORESAID, (EXCEPTING THAT PART THEREOF FALLING IN LAWRENCE AVENUE), IN COOK COUNTY, ILLINOIS

PARCEL C:

THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF ALLEY, EXTENDED EAST, IN BLOCK 10 IN OLIVER SALINGER AND COMPANY' S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST ½ OF THE SOUTH EAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID TRACT OF LAND THE EAST 333.03 FEET (MEASURED ON THE SOUTH LINE AND ALSO EXCEPTING THAT PART THEREOF WHICH LIES SOUTH OF THE SOUTH 50 FEET THEREOF, (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE), IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0716903044 AND AS AMENDED BY DOCUMENT 0724215000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE REFERRED TO REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM, AND GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MAIL TO:

Terrence M. Jordan, Attorney at Law
33 N. LaSalle St. Suite 3300
Chicago, IL 60602

This document prepared by Terrence M
Jordan, Attorney at Law, 33 N. LaSalle St
Suite 3300, Chicago, IL 60602