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TRUST DEED SECOND MORTGAGE

MAIL TO: Andrew L. Re

Andrew L. Reisman Reisman Law Firm, P.C. 15 W. Hubbard St., Suite 303 Chicago, IL 60610



Doc#: 0421719074

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 08/04/2004 01:16 PM Pg: 1 of 4

NAME & ADDRESS OF TAXPAYER:
Karim Aslani & Eydie Aslawi,
2368 Bellever Pl
North Know IL 60067

THIS INDENTURE WITNESSETH, That Karim Asllani, Eyclie Asllani, [INSERT SPOUSE IF MARRIED] (hereinafter called Grantor), of 2367 Sellowe Place Northwork, 72 6062 [ADDRESS], for and in consideration of the sum of \$46,200.00, in hand paid, CONVEY AND WARRANT to Igor Lukyan of Indian Creek, Illinois, as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to-wit:

[INSERT LEGAL DESCRIPTION OF PROPERTY]

Grantor hereby releasing and waiving all rights under and by virtue of the nor restead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s):

O4/62/00//

Address(es) of premises:

2368 Bellevup Place, Northborook IL 60062

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, Grantor is justly indebted upon the principal promissory note bearing even date herewith, payable in the principal amount of \$46,200.00, with interest payable monthly, due

GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in notes provided, or according to any agreement

0421719074 Page: 2 of 4

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extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (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 in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in 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.

IN THE EVENT of failure to so insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, any 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 tome to time; and all money so paid, Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12 per cent 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 such breach at 12 per cent 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 Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure he eof – including but not limited to reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing the foreclosure decree – shall be paid by 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 Grantor. All such expenses and disbursements shall be an additional lien upon said pre niscs, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding whether devree of sale shall be been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursemer, s. and the costs of suit, including attorney's fees, have been paid by Grantor. Grantor for Grantor and for the heirs, executors, administrators and assigns of Grantor waives all right 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 Grantor, or to any party claiming under 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 a record owner is: Karim Asllani, Eydle Asslani
IN THE EVENT of death or removal from said Lake County of the grantee, or of his resignation, refusal or failure to act, then Suzie Lukyan of said County is hereby

0421719074 Page: 3 of 4

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appointed to be first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of Grantor on this 8 day of July, 2004.
Please print or type name(s) (SEAL) below signature(i)
Can of Act Will Wil
(SEAL)
This instrument was prepared by Andrew L. Reisman
State of Illinois) SS. County of)
County of) I, Sue S. Narry Public in and for said County, in the State aforesaid,
Karin Asllani Eyrie Asllani personalivirown to
be to be the same persons whose names 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
Given under my hand and official seal this 8 day of 2004.
"OFFICIAL SEAL" SUE S. NAM Notary Public, State of Illinois My Commission Expires 03/21/07 Notary Public Notary Public
Commission Expires:

1

Dermor County Clerk's Office