

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH THAT ROBERT O. CAIN,
Divorced and not since remarried,

89219961

(hereinafter called the Grantor) of
9612 W. Higgins, Unit 1-D, Rosemont, IL
for and in consideration of the sum of
Hundred (\$4,300.00) Dollars

in hand paid CONVEY AND WARRANT TO STEVE MAKROS
and SALVATORE GENUALDI
of 9624 W. Higgins, Rosemont, IL

as Trustees 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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted to the principal promissory note bearing even date herewith, payable
in the sum of Four Thousand Three Hundred (\$4,300.00) Dollars
with interest at the rate of Eight Percent (8%) per annum til
maturity. Full payment, to the extent not paid when due, shall
bear interest after the date for payment thereof at the rate of
Ten Percent (10%) per annum.

THE GRANTOR covenants and agrees as to each of: To pay said indebtedness with interest thereon (as herein and in said note or notes provided,
or according to any agreement extending time of payment) to pay when due in each year, all taxes and assessments against said premises, and on
demand to exhibit receipts therefor; To pay within sixty days after destruction or damage, or rebuilding or repair of all buildings or improvements on said
premises that may have been destroyed or damaged, or that waste to said premises shall be repaired or suffered, if to keep an building or repair of or at
any time on said premises insured in companies to be selected by the grantee herein, or to be authorized to place such insurance in companies
acceptable to the holder of the trust mortgage indebtedness, with loss clause attached payable to the trust Trustee of Mortgage, and second to the
Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect 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 institute or pay taxes or assessments, or the prior incumbrances or interest thereon when due, the grantee or the
holder of said indebtedness, may 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 time to time, and a lien in favor of the Grantor agrees to repay immediately
without demand, and the same with interest thereon to the date of payment, at ten percent per annum shall be so much additional
indebtedness secured hereby.

IN THE EVENT of a breach of any of the abovesaid covenants or agreements, the whole of said indebtedness, including the 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 ten percent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if said indebtedness had
then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements shall be paid or incurred in behalf of plaintiff in connection with the foreclosure hereof --
including reasonable attorney fees, outlays for disbursements, disbursements for charges, cost of procuring or recording abstract showing the
whole title of said premises embracing foreclosures, shall be paid by the Grantor, and the like expenses and disbursements, as incurred by any
suit or proceeding wherein the grantee or any holder of part of said indebtedness, as such may be a party, shall also be paid by the Grantor. All such
expenses and disbursements shall be an additional lien on said premises, shall be taxed as costs and included in any decree or judgment rendered in
such foreclosure proceedings, which proceedings, if they have been entered or not, shall not be dismissed, nor shall any decree hereof given,
until all such expenses and disbursements, and the costs of suit, including attorney fees, have been paid. The Grantor for the Grantor and for the heirs,
executors, administrators and assigns of the Grantor waives all right to the possession, use and income from said premises pending such foreclosure
proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the Grantor, in which such complaint is filed, may at once and
without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises, with power to
collect the rents, issues and profits of said premises.

The name of a record owner Robert O. Cain

IN THE EVENT of the death or removal from said Cook County of the trustee, or of his resignation, refusal or failure to act, then
Robert G. Prorak

of said County is hereby appointed to be first successor in this trust,
and if for any like cause and trust successor fail or refuse 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 abovesaid 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.

This trust deed is subject to exceptions of record.

Witness the hand and seal of the Grantor this 9th day of May, 1989

ROBERT O. CAIN (SEAL)

Please print or type names
below signature(s)

(SEAL)

This instrument was prepared by Robert G. Prorak, Atty., 8303 W. Higgins, #220, Chgo., IL 60631

MAIL TO: ROBERT G. PRORAK, Atty., 8303 W. Higgins, #220, Chicago, IL 60631

Property of Cook County Second Mortgage

89219961

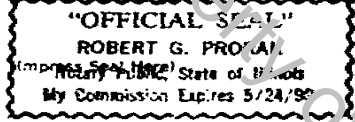
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STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, ROBERT G. PRORAK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT O. CAIN

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, sealed and delivered the said instrument as his 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 9th day of May, 1989



[Signature]
Notary Public

Commission Expires May 24, 1990

89219964

Property of Cook County Clerk's Office

BOX No. _____
SECOND MORTGAGE
Trust Deed
_____ TO _____

GEORGE E. COLE
LEGAL FORMS

UNOFFICIAL COPY

Unit No. 1-D as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): That part of Lot 1 bounded and described as follows: beginning at the North East corner of said Lot; thence South 15 degrees 48 minutes, 15 seconds West along the Easterly line of said Lot, a distance of 325.60 feet to a bend in said Lot, being the place of beginning of this description; thence South 65 degrees, 47 minutes 10 seconds West 17.25 feet; thence North 49 degrees 11 minutes, 45 seconds West, 209.08 feet, more or less to a line 89.0 feet Easterly of, as measured at right angles and parallel with the Westerly line of Lot 1; thence South 18 degrees, 52 minutes, 32 seconds West along said parallel line 71.15 feet, more or less, to its intersection with a line drawn North 49 degrees, 11 minutes, 45 seconds West from its point of intersection

on a line drawn at right angle to the Easterly line of said lot, from a point on said Easterly line 282.61 feet Northerly of the South East corner of said lot (said point of intersection being 72.37 feet Westerly of said Easterly line of lot 1); thence South 49 degrees 11 minutes 45 seconds East, 142.50 feet more or less, to said right angle line, thence South 69 degrees 12 minutes 50 seconds East along said right angle line 53.20 feet, thence South 29 degrees 12 minutes 40 seconds West 185.47 feet, thence North 65 degrees 12 minutes 40 seconds East 25.0 feet, more or less to the Easterly line of lot 1; thence Northerly 228.13 feet, more or less, along said Easterly line to the place of beginning, in Grizaffi and Falcone Executive Estates, being a Subdivision in the North East quarter of Section 4, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as exhibit "A" to Declaration of Condominium made by Grizaffi and Falcone Contractors, Inc., recorded in the Office of Recorder of Cook County, Illinois, as document 19882994 and subsequently amended by document 19890081, together with an undivided 5.521% interest in said Parcel (excepting from said Parcel the property and space comprising all the units thereof as defined and set forth in said Declaration, as amended and said survey). **

PIN: 12-04-204-053-1004

Commonly known as: 9612 W. Higgins, Unit 1-D, Rosemont, IL 60018

89219961

DEPT OF RECORDING 113.25
12222 PM 5/16/97 10:50:00
1192 4 E *-89-219961
COOK COUNTY RECORDER

89219961