

THIS INDENTURE, WITNESSETH, That Vincent E. Carbaugh and Linda A. Carbaugh
3960 Wilke road, Arlington Heights, Illinois 60004
(hereinafter called the Grantor), of the City of Arlington Heights County of DuPage
and State of Illinois, for and in consideration of the sum of
Nine Thousand Seventy and 80/100 Dollars
in hand paid, CONVEY S AND WARRANT S to Madison National Bank
of the City of DesPlaines County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 City
of Arlington Heights County of DuPage and State of Illinois, to-wit:

Lot 43 in Tiburon a planned unit development, in part of the east 1/2 of the
Northeast 1/4 of section 1, Township 42 North, range 10, East and part in the West 1/2
of the Northwest 1/4 of section 6, Township 42 North, rango 11, east all in the third
principal meridian, in Cook County, Illinois.

Tax I.D# 02-01-207-005

Commonly Known as: 3960 Wilke Road
Arlington Heights, Ill. 60004

DEPT-01

\$12.00

T85935 TRAM 2361 06/22/89 10:00:00
43584 : E : 89-285174
COOK COUNTY RECORDER

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,
WITNESS, The Grantor Vincent E. Carbaugh and Linda A. Carbaugh
justly indebted upon their principal promissory note bearing even date herewith, payable

In 60 monthly installments of \$151.12 until paid in full

89285174

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or
notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes
and assessments against said premises, and on demand to exhibit receipts therefor; (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 here, 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 Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-
brances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the 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 all money so paid, the
Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-
closure hereof including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the 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 the Grantor. All such expenses and disbursements shall be an additional lien upon said premises,
shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether dec-
ree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and
the costs of suit, including attorney's 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 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 with-
out 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 the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, then of said County is hereby appointed to be
first successor in this trust; and if for any like cause said first 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 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 hands and seals of the Grantor S this 5th day of March 19 89

Vincent E. Carbaugh (SEAL)
Linda A. Carbaugh (SEAL)

This instrument was prepared by: Claudia Higgins 7540 W Irving Park Road
Norridge, Ill.

1200
C

89285174

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF DuPage } ss.

I, Claudia Higgins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Vincent E. Carbaugh and Linda A. Carbaugh

personally known to me 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 therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 5th day of March, 1989.

(Impress Seal Here)
"OFFICIAL SEAL"
Claudia Higgins
Notary Public, State of Illinois
My Commission expires: 12/31/91
Commission Expires: 12/31/91

Claudia Higgins
Notary Public

Cook County Clerk's Office

89285174

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

COMMERCIAL BANK
9190 GOLF RD.
DES PLAINES, IL 60018

