

# UNOFFICIAL COPY

This Indenture, WITNESSETH, That the Grantor **DONALD CERVENKA AND JOSEPHINE I. CERVENKA** his wife in joint tenancy

of the City of **Brookfield** County of **Cook** and State of **Illinois** for and in consideration of the sum of **Nine thousand three hundred and 0/100** Dollars

in hand paid, CONVEY AND WARRANT to **JAMES V. CARBONE** \$9,300.00

of the City of **Chicago** 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 following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of **Brookfield** County of **Cook** and State of **Illinois**, to-wit: **LOT 5 AND THE EAST 21 FEET OF LOT 6 IN BLOCK 6 IN PORTIA MANOR BEING E. U. BARTLETT'S SUBDIVISION OF THE SOUTH WEST CORNER SECTION 34 TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED, FEBRUARY 6, 1915, AS DOCUMENT 55732474 IN BOOK OF PLAT 137 PAGES 7 AND 8 IN COOK COUNTY, ILLINOIS.**

PERMANENT REAL ESTATE INDEX NUMBER: **15-34-302-036**.  
PROPERTY COMMONLY KNOWN AS: **9428 LINCOLN, BROOKFIELD ILLINOIS.**

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's **DONALD CERVENKA & JOSEPHINE CERVENKA HIS WIFE**

justly indebted upon **THEIR** **one** real estate installment contract bearing even date herewith, providing for **84** Installments of principal and interest in the amount of \$ **88.59** each until paid in full, payable to

**THERMALINE OF ILLINOIS, INC.**  
**4500 W. MONTROSE AVE.**  
**CHICAGO, IL 60641**

RE: TITLE SERVICES # **R6-1542**

89294062

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said 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 licensed 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 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 any 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 as 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 interest thereon, 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.

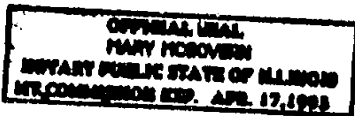
It is Assented by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises or being 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 decree of sale shall have been entered or not, shall not be quashed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor for said grantor and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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, removal or absence from said **Cook** County of the grantee, or of his refusal or failure to act, then

**John A. Lasky**

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 hand and seal of the grantor **this 10th day of MAY A. D. 1989.**



*Donald Cervenka* (SEAL)

*Josephine I. Cervenka* (SEAL)

Bar No. ....

# Trust Agreement

Donald Cervenka and

Josephine I. Cervenka

TO

JAMES V. CARBONE, Trustee

Insured Financial Acceptance Corp.  
4455 W. Montrose Ave.  
Chicago, IL 60641

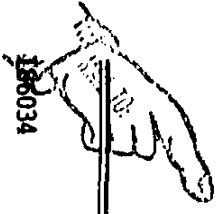
THIS INSTRUMENT WAS PREPARED BY:

Mary McGovern

Thermaline of Illinois, Inc.  
4500 W. Montrose Ave.  
Chicago, IL 60641

MAIL TO:

INSURED FINANCIAL ACCEPTANCE CORP.  
4455 W. Montrose Ave.  
Chicago, IL 60641



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Property of Cook County Clerk's Office

DEPT-01 RECORDING 06/28/89 09:54:00 \$12.25  
192222 TRAN 2342  
COOK COUNTY RECORDER \*189-294062 \$5776

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DONALD CERVENKA AND JOSEPHINE CERVENKA, HIS WIFE (J), personally known to me to be the same person, whose name is also subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, signed, sealed and delivered the said instrument as the 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 TENTH day of MAY, A. D. 19 89.

*Mary McGovern*  
Notary Public

State of Illinois }  
County of Cook }  
55.