

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

96388067

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

THIS INDENTURE WITNESSETH, That Carver and Kim Cavish, husband and wife
(hereinafter called the Grantor), of 230 Arthur Avenue Roselle IL 60172
(No. and Street) (City) (State)
for and in consideration of the sum of Thirty Eight Thousand and 00/100 Dollars
in hand paid, CONVEYS AND WARRANTS to Steven Cimino
of PO Box 72505 Roselle IL 60172
(No. and Street) (City) (State)

DEPT-01 RECORDING \$23.50
T#7777 TRAM 2976 05/22/96 12:10:00
\$8438 + RH *-96-388567
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

Above Space For Recorder's Use Only

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:

Lots 11 and 12 in Block 2 in Subdivision of Block 9 in Boeger Estates Addition to Roselle, a subdivision of the south 1/2 of the southwest 1/4 of section 34, Township 41 North, Range 10 Lying east of the Third Principal Meridian in Cook County, 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 is justly indebted upon principal promissory note bearing even date herewith, payable



INTRODUCTION
2570 E. DEMPSTER STREET
SUITE 110
DES PLAINES, IL 60016

F	238	A
P	3000	P
T	4000	V
I		

Tr # 07-31-38-024 07-34-38-023

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 when due 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 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 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 10 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 10 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 foreclosure hereof — including reasonable attorney's fees, outlays for document in evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure deed — 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor be case 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 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 the said premises.

The name of a record owner is:

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 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.

This trust deed is subject to

Witness the hand and seal of the Grantor this 8 day of April, 1976

* Carver Cavish (SEAL)

Please print or type name(s) below signature(s)

* Kim Cavish (SEAL)

This instrument was prepared by Steven Cimino PO Box 72505 Roselle IL 60172
(NAME AND ADDRESS)

UNOFFICIAL COPY

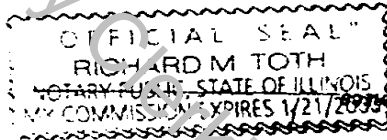
BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

GEORGE E. COLE®
LEGAL FORMS

Property of Cook County



(Impress Seal Here)

Notary Public
19____ day of _____
4/18/96

Given under my hand and official seal this _____

waiver of the right of homestead.

instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and

appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument,

State aforesaid, DO HEREBY CERTIFY that _____

I, _____ a Notary Public in and for said County, in the

He under signed

STATE OF _____
COUNTY OF _____
SS. _____

497931936