

This Indenture, WITNESSETH, That the Grantor PHILEPOS AVGERIS AND TASSIA AVGERIS, HIS WIFE

of the City of Wheeling, County of Cook and State of Illinois for and in consideration of the sum of SEVEN THOUSAND SIX HUNDRED THIRTY AND 16/100 Dollars in hand paid, CONVEY AND WARRANT to ROBERT E. NOWICKI, Trustee

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 Wheeling, County of Cook and State of Illinois, to wit:

Unit 112-0 together with its undivided percentage interest in the common elements in Chelsea Cove Condominium Number 1 as delineated and defined in the Declaration recorded as Document No. 22604309, as amended, in Sections 2, 3, 4, 9, and 10 Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Prop. Address: 369 Oxford Place, Wheeling

P. I. E. 03-03-400-042-1006

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 PHILEPOS AVGERIS AND TASSIA AVGERIS, HIS WIFE justly indebted upon their one principal promissory note bearing even date herewith, payable to LAWRENCE MORTGAGE NATIONAL BANK

payable in 36 successive monthly installments each of \$257.05 due on the note commencing on the 23rd day of Oct. 1988, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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The Grantor covenant and agree 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...

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 of the note or by suit at law or both, the entire cost of all of said indebtedness had then matured by express terms.

It is Agreed that all expenses and disbursements paid in or out of the hands of the grantor in connection with the foreclosure proceedings including reasonable solicitor's fees, notary fees, documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, obtaining foreclosure decree 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 treated as taxes 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 stayed, 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 by the heirs, executors, administrators and assigns of said grantor waive all right to the possession of, and in one 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 and 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 County of the grantee, or of his 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 hand and seal of the grantor this 23rd day of November A. D. 1988

Handwritten signatures and seals of the grantors and trustee, with the word (SEAL) next to each seal.

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UNOFFICIAL COPY

Box No. 241

Trust Deed

PHILIPPO AVGERIS, AND

TASIA AVGERIS, HIS WIFE

TO

ROBERT E. NOWICKI, Trustee

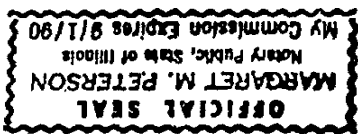
THIS INSTRUMENT WAS PREPARED BY:

DEMETIS TORSA

NORTHWEST NATIONAL BANK OF CHICAGO
333 N. LA SALLE ST. CHICAGO, ILL. 60610
312.777.2000

Property of Cook County Clerk's Office

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I, Robert E. Nowicki, Trustee, do hereby certify that PHILIPPO AVGERIS, AND TASIA AVGERIS, HIS WIFE personally known to me to be the same person, whose name 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 23rd day of September, A. D. 1988.

Margaret M. Peterson
Notary Public

State of Illinois }
County of Cook }
ss. }