

This Indenture, WITNESSETH, That the Grantor Roberto N. Gil and Victoria Gil, his wife, (J)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Five thousand eight hundred and 0/100 Dollars

in hand paid, CONVEY AND WARRANTS to JAMES V. CARBONE \$5,800.00 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 28 in Block 2 in William Hahne's Subdivision of the North half of Lot 13 in Snow Estate Subdivision by the Superior Court Partition of the East half of the North West quarter of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian (except the South 33 feet thereof) Commonly known as: 2909 North Hoyne Chicago, IL Cook County Permanent index numbers: 14-30-120-005

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 Roberto N. Gil and Victoria Gil

justly indebted upon one real estate mortgage contract bearing even date here-with, providing for 38 installments of principal and interest in the amount of \$12,848 each until paid in full, payable to

Windy City Exteriors, Inc. Assigned to Insured Financial Acceptance Corp. 4455 W. Montrose Ave. Chicago, IL 60641

PREL Title Services # R 11-476

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein and in said notes provided, in accordance to all agreements regarding time of payment, to pay prior to the first day of due in each year, all taxes and assessments upon said premises, and in default to extend records therefor, to within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that have been destroyed or damaged, 6. That waste on said premises shall not be committed or suffered, 7. To pay, all mortgages due to or at any time on said premises, situated in compliance with the grantor terms, who is herein authorized to place such mortgage in compliance with the terms of the first mortgage indebtedness, with the same amount payable to the first mortgagee in Chicago, and to be paid to the Trustee herein, as they are made to appear, which parties shall be left and remain with the said mortgagee in Chicago until the mortgage is fully paid, 8. To pay all other indebtedness, and the interest thereon, at the time or times when the same are, become due and payable, 9. To pay, all taxes and assessments, and the interest thereon, on the land, improvements or the part, improvements of the interest therein, when due, to the trustee in the number of said indebtedness, may produce such mortgage, or pay such taxes or assessments, or discharge of such debt in full, or in part, affecting said premises, to pay all other indebtedness and the interest thereon from time to time, and all taxes or paid, the grantor hereby agrees immediately without demand, and the same will be taken from the date of payment to which per cent, per annum, shall be so much additional indebtedness as used herein. In the event of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and all interest thereon from time of such breach, as well as per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, in fact, the same as if no such indebtedness had then matured by express terms. It is agreed by the grantor that all expenses and disbursements paid or incurred in behalf of the trustee in connection with the foregoing, including reasonable attorney fees, not only for documents, evidence, strategies, charges, and of insuring or completing abstract showing the whole lot of said premises, including some name owner, shall be paid by the grantor, and the like expenses and disbursements shall be paid by the grantor in any event, including a breach of any of the aforesaid covenants or agreements, in any degree that may be required in such foreclosure proceedings, which proceeds shall be applied to the payment of said premises, which proceeds shall be paid and included toward given, until all such expenses and disbursements and the costs of suit, including attorney fees have been paid. The grantor in said matter, as the legal, executor, administrator and assigns of said grantor, shall have all right in 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 trust 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 of 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 grantor, or of his refusal or failure to act, then John A. Laskey of said County is to be appointed to be first successor at the trust, and in any like case and first successor fail or refuse to act, the person, who shall then be the acting Receiver of Deeds of said County is herein appointed to be second successor at the trust. And when all the aforesaid covenants and agreements are performed, the trustee of the trust in trust, shall release said premises to the party entitled, in receiving the reasonable charge.

Witness the hand and seal of the grantor this 18th day of October A. D. 1988

Roberto N. Gil (SEAL) Victoria Gil (SEAL)

UNOFFICIAL COPY

Trust Deed

Box No.

Roberto N. Gil and

Victoria Gil

TO

JAMES V. CARBONE, Trustee

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

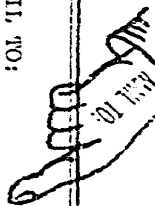
THIS INSTRUMENT WAS PREPARED BY:

Carolyn Peterson

Windy City Exteriors, Inc.
4520 W. Lawrence Ave.
Chicago, IL 60630

MAIL TO:

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

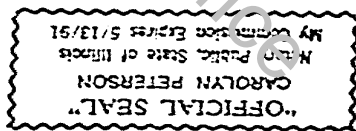


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Property of Cook County Clerk's Office

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I, Carolyn Peterson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ROBERTO N. GIL and VICTORIA GIL, his wife, personally known to me to be the same person S. whose name S. appeared before me this day in person, and acknowledged that S. the S. 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 redemption.

Given under my hand and Notarial Seal, this 18th day of October, A. D. 1988.

Carolyn Peterson
Notary Public

State of Illinois }
County of Cook }
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