

This Indenture, WITNESSETH, That the Grantor^S ... IGNACIO ESCUADRA AND

BERTHA ESCUADRA, HIS WIFE

of the City of Chicago, County of COOK, and State of Illinois

for and in consideration of the sum of SIXTY-FIVE HUNDRED AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to ~~IGNACIO ESCUADRA AND BERTHA ESCUADRA~~ 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 CHICAGO, County of COOK, and State of Illinois, to-wit:

Lot 23 in Block 12 in Canal Trustees Subdivision in the West 1/2 of

Section 5, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois.

Prop. address: 1504 W. Division Street, Chicago, Illinois

P.I.N. 17-05-11a-297

88558446

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 IGNACIO ESCUADRA AND BERTHA ESCUADRA, his wife

justly indebted upon her one retail installment contract bearing even date herewith, providing for 48 installments of principal and interest in the amount of \$ 174.37 each until paid in full.

which Retail Installment Contract has been assigned by BEST HOME PRODUCTS AND SERVICES, INC., to LASALLE NORTHWEST NATIONAL BANK.

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; 3. Within sixty days after destruction or damage to or rebuilding or restoration of 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 company or companies 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 Mortgagees or Trustees 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; 7. To pay all taxes and assessments, or discharge or purchase any tax lien or title affecting said premises or part, all prior incumbrances and the interest thereon from time to time, and all money so paid, the grantor agree 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; 8. 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 the 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; 9. It is Agreed by the grantor that all expenses and disbursements paid or incurred on behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documents, evidence, photographer's charges, and all expenses and disbursements, or caused by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness shall be paid by the grantor, and the filing expenses and disbursements, or caused 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; 10. All such expenses and disbursements shall be an additional lien upon said premises, shall be to be assessed, nor a release in any decree that may be rendered in such foreclosure proceeding, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release heard given, until all such expenses and disbursements, and the costs of said 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 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 Cook County of the grantee, or of his refusal or failure to act, then ~~ROBERT E. NOWICKI~~ DENNIS TONGE 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 grantor or his successors in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 11th day of October, A. D. 19 88

X Ignacio Escudra (SEAL)
X Bertha Escudra (SEAL)
(SEAL)
(SEAL)

UNOFFICIAL COPY

Box N246

SECOND MORTGAGE

Trust deed

IGNACIO ESCUADRA AND

BERTHA ESCUADRA, HIS WIFE

TO

~~XXXXXXXXXXXXXXXXXXXX~~

ROBERT E. NOWICKI, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY:

DEANIS TONGE

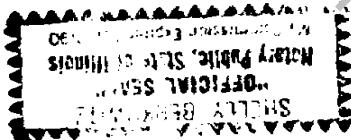
IASALLE NORTHWEST NATIONAL BANK

E/K/A/
NORTHWEST NATIONAL BANK OF CHICAGO
3085 MILWAUKEE AVE. CHICAGO, IL 60641
312/777-7700

885558446

Property of Cook County Clerk's Office

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#7798 *A * 88-558446
COOK COUNTY RECORDER



I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IGNACIO ESCUADRA AND BERTHA ESCUADRA, HIS WIFE, personally known to me to be the same person(s) 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. I then, under my hand and Notarial Seal, this 11th day of OCTOBER, A. D. 19 88.

Notary Public

Shelly Berkowitz

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