

This Indenture, WITNESSETH, That the Grantors ERNESTO GAVINA AND OTILA GAVINA,

HIS WIFE

of the Village of Hanover Pk. County of Cook and State of Illinois

for and in consideration of the sum of FIFTY FOUR HUNDRED FIFTY AND NO/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 Village of Hanover Pk. County of Cook and State of Illinois, to-wit:

Lot Thirty-two (32) in Block Eleven (11) in Hanover Highlands, a Subdivision of the South Half of the Northwest Fractional Quarter and the North 49 acres of the Southwest Fractional Quarter of Section 31, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded on May 10, 1962 as Document No. 18471876 in Cook County, Illinois

P.I.N. 07-31-302-032

Prop. address: 1560 W. Spruce, Hanover Park, Illinois

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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 Grantors ERNESTO GAVINA AND OTILA GAVINA, HIS WIFE

justly indebted upon their one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 123.99 each until paid in full.

which Retail Installment Contract has been assigned by FOXX VALLEY CONSTRUCTION COMPANY to NORTHWEST NATIONAL BANK OF CHICAGO.

The Grantors 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 on said premises that may have been destroyed or damaged; (3) that waste to said premises shall not be committed or suffered; (4) 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 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; (5) 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 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 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.

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 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 agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing 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 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 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, 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

Ronald Wood

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 24th day of MARCH A. D. 19 88

X Ernesto Gavina

(SEAL)

X Otila Gavina

(SEAL)

(SEAL)

(SEAL)

UNOFFICIAL COPY

Box No. ... 246.

SECOND MORTGAGE

Trust deed

ERNESTO GAVINA AND

OTILA GAVINA, HIS WIFE

TO

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
ROBERT E. NOMICKI, TRUST EE

THIS INSTRUMENT WAS PREPARED BY:

DENNIS JONGE

NORTHWEST NATIONAL BANK OF CHICAGO
3985 MILWAUKEE AVE., CHICAGO, IL 60641
312.777.7700

Property of Cook County Clerk's Office

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DEPT-91 RECORDING \$12.00
T#1111 TRAM 0110 04/28/88 09:27:00
#1352 # 2 * 00-179158
COOK COUNTY RECORDER

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I, STANLEY J. NICOLAU
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that ERNESTO GAVINA AND OTILA-
GAVINA, his wife,
personally known to me to be the same person whose name is
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
Witness under my hand and Notarial Seal, this 25th day of APRIL, A. D. 19.88.

