

# UNOFFICIAL COPY

3681023

This Indenture, WITNESSETH, That the Grantors SLAWOMIR J. GARDOCKI AND MICHELLE A. GARDOCKI, HIS WIFE

of the Village of Hanover, Pk. County of Cook and State of Illinois for and in consideration of the sum of FORTY-THREE HUNDRED FIFTY AND NO/100 Dollars

in hand paid, CONVEY AND WARRANT to JOHN YOUNG, 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 Park County of Cook and State of Illinois, to-wit:

Lot Seven (7) in Block Twenty-Seven (27), in Hanover Highlands Unit No. Four, Village of Hanover Park, Cook County, Illinois, a Subdivision of Part of the North East Quarter of Section 31 and the Southeast Quarter of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 18, 1964, as Document Number 2187451

Prop. address: 7115 Glenwood, Hanover Park, Illinois P.I.N. 07-31-212-007

3681023

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 SLAWOMIR J. GARDOCKI AND MICHELLE A. GARDOCKI, 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 \$ 98.76 each until paid in full, which Retail Installment Contract has been assigned by FOX VALLEY CONSTRUCTION COMPANY to NORTHWEST NATIONAL BANK OF CHICAGO.

NOTE IDENTIFIED

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 in 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 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 to 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; (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 to so 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 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. If a claim is made by the grantor for all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure or suit including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole title of said premises embracing foreclosure decrees 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 on 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 postponed, 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 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 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 trustee 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 25th day of November A. D. 19 87

X Slawomir J. Gardocki (SEAL) X Michelle A. Gardocki (SEAL)

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Doc No. *111111*  
PLAN COMMENTS

SECOND MORTGAGE

**Trust deed**

3684023

SLAWOMIR J. GARDOCKI AND.....

MICHELLE A. GARDOCKI, HIS WIFE.....

JOHN YOUNG, Trustee

NOV 28 1988

5.....

THIS INSTRUMENT WAS PREPARED BY:

DEBORA J. HENRICKS

Deliver certain to.....

Address: NATIONAL BANK OF CHICAGO  
1395 N. LAVERGNE AVE. CHICAGO, IL 60607

312177

Deliver duplicate to Trust

Deed to.....

Address.....

TO.....

CHICAGO

3684023

Property of Cook County Clerk's Office

I, STANLEY J. NICOLAU, Notary Public in and for said County, in the State aforesaid, do hereby certify that SLAWOMIR J. GARDOCKI AND MICHELLE A. GARDOCKI, HIS WIFE, personally known to me to be the same person as 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 in 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 25<sup>th</sup> day of NOVEMBER, A. D. 19 88.

*Stanley J. Nicolau*  
Notary Public

State of Illinois }  
County of Cook } 55.