

# UNOFFICIAL COPY

23 442 684

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor Vernell Lowe

of the City of Harvey County of Cook and State of Illinois  
for and in consideration of the sum of Three thousand Three hundred seventy three Dollars & 20/100  
in hand paid CONVEY AND WARRANT to Merchandise National Bank  
of the City of Chicago County of Cook and State of Illinois  
and to his heirs 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 ap-  
paratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the City of Harvey County of Cook and State of Illinois, to-wit:  
North 10 feet of Lot 45 and Lot 46 in Block 178 in Harvey a Subdivision  
in the North West 1/4 of the South East 1/4 of Section 7 Township 36  
North, Range 14 East Of The Third Principal Meridian

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 Vernell Lowe

justly indebted upon a principal promissory note bearing even date herewith, payable  
to Merchandise National Bank Of Chicago in the total amount of \$3,373.  
with 60 equal installments of \$56.22 each, beginning on May 20, 1976

The Grantor, covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and hereinafter 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 levied and payable,  
and as demand to collect same on thereof; (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) To insure said premises and improvements thereon with a first mortgage mortgagee or its assigns in an amount  
not less than the full insurable value of said premises and improvements, and to name Merchandise National Bank as mortgagee or its assigns as beneficiary of  
the first mortgage policy; (5) To keep said premises and improvements insured against fire, lightning, windstorm, hail, explosion, riot, civil commotion,  
and other perils, and to name Merchandise National Bank as mortgagee or its assigns as beneficiary of the policy; (6) To pay all taxes, assessments, interest  
and the principal thereof, at the time or times when the same shall become due and payable;  
If any Easement of State or in nature or use shall be discovered, or the price of such easement shall be determined, the grantor or the holder  
of said indebtedness shall pay such taxes or assessments, or discharge or provision and pay the same as if no such easement were discovered, and  
all other taxes and assessments 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 in such additional indebtedness secured hereby.  
If in the event of a breach of any of the aforesaid covenants or agreements the holder of said indebtedness, including principal and all unpaid interest,  
shall, at the option of the 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 completion in connection with the foreclosure here-  
of including reasonable attorney's fees, matters for documentary stamps, photographer's charges, fees of recording or comparative abstract showing the whole  
title of said premises including conveyance, shall be paid by the grantor, and the tax expenses and disbursements, incurred by any suit or pro-  
ceeding wherein the grantor or any holder of any part of said indebtedness or any party shall also be paid by the grantor. All such expenses  
and disbursements shall be an additional lien upon said premises, and shall be added and included in any decree that may be rendered in such foreclosure  
proceedings, which proceedings, whether decree of law shall have been entered or not, shall not be deemed to be a release thereof, until all such expenses  
and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators  
and assigns of said grantor, covenants and agrees to defend, maintain, prosecute, defend, and execute all suits and actions in law or equity, or any party  
claiming under said grantor, against 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 grantor, or of his refusal or failure to act, then  
Merchandise National Bank of Chicago County of Cook and State of Illinois shall be deemed to be the grantor in this trust; and if for  
any reason said bank or receiver fail or refuse to act, the person who shall then be the acting Receiver of Trusts of said County to hereby appointed to be deemed  
successor to this trust. And upon all the aforesaid covenants and agreements are performed, the grantor 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 5th day of March A. D. 1976

Vernell Lowe (SEAL)

This document prepared by (SEAL)

Merrill Agner (SEAL)

Merchandise National Bank (SEAL)

Merchandise Plaza Chicago, Illinois 60654 (SEAL)

23 442 684

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

*Milton R. Olson*  
1976 APR 7 AM 9 38

State of Illinois  
County of Cook } ss.

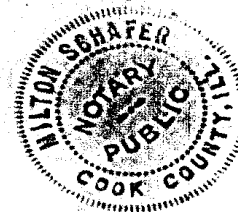
AFR--7-76 168272 • 23442684 • A — Rec 10.00

I, Milton Schaefer  
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Vernell Lowe

personally knows 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 he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Gave under my hand and Notarial Seal, this 5<sup>th</sup>  
day of March A. D. 1976

*Milton Schaefer*  
Notary Public.  
My Commission Expires Jan. 11, 1979



10<sup>00</sup>

APR 24 1976  
23442684

Doc. No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

Vernell Lowe  
TO  
Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

BOX 422