

# UNOFFICIAL COPY

23 457 916

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

This Indenture, WITNESSETH, That the Grantor s Jimmy P. Barkus and wife Vera S.

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Three thousand five hundred twenty eight Dollars & 00/100

in hand paid, CONVEYS AND WARRANT to Merchandise National Bank 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 everything 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 429 in Frederick H. Bartlett's Greater Chicago Subdivision #1, a Sub. of The E. 1/2 of the S. W. 1/4 of Section 10, Township 37 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 s Jimmy P. Barkus and wife Vera S.

justly indebted upon a principal promissory note bearing even date herewith, payable Merchandise National Bank Of Chicago in the total amount of \$3,528.00, with 60 equal installments of \$58.80 each, beginning on June 5, 1976

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 in 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 or 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 title 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.

IN THE EVENT of failure so to 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, 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 accrued 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, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—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 so costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, 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, waives 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 Merchandise National Bank 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 10th day of March A. D. 19 76

This document prepared by Jimmy P. Barkus (SEAL)

Vera S. Barkus (SEAL)

Margaret Agne (SEAL)

Merchandise National Bank (SEAL)  
Merchandise Plaza  
Chicago, Illinois 60654

23 457 916

# UNOFFICIAL COPY

RECORDED BY CLERK  
COOK COUNTY ILLINOIS

*Milton Schaefer*

1976 APR 21 AM 9 23

State of Illinois }  
County of Cook } ss.

APR-21-76 175694 • 23457916 u A --- Rec 10.00

I, Milton Schaefer

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jimmy P. Barkus and wife Vera S.

personally known to me to be the same person s whose name s 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.

Given under my hand and Notarial Seal, this 10<sup>th</sup> day of March A. D. 1976

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



Property of Cook County Clerk's Office

10.00

23457916



Box No. \_\_\_\_\_

SECOND MORTGAGE

# Trust Deed

Jimmy P. Barkus and wife

Vera S.

TO

Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

END OF RECORDED DOCUMENT