

This Indenture, WITNESSETH, That the Grantor s. Gerald L. White and wife Grace H.

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

for and in consideration of the sum of Five thousand one hundred thirty three dollars \$5,133.00/100

has paid, CONVEYED AND WARRANTED to Merchandise National Bank

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

and its 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:

The North 9 feet of Lot 95 and all of Lot 96 in Block 2 in Odells Subdivision of Block 5 and 6 in Hitt's Subdivision of the South East 1/4 of Section 4 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. Gerald L. White and wife Grace H.

justly indebted upon a principal promissory note bearing even date herewith, payable to Merchandise National Bank Of Chicago in the total amount of \$5,133.00, with 60 equal installments of \$85.55 each, beginning on June 20, 1976

THE GRANTOR... covenant... and agree... 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 against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste in said premises shall not be committed or suffered; (5) to keep all buildings, etc. or at any time or from time to time insure 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 or any other party who may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all fire, fire and theft, and the interest thereon, at the time or times when the same shall become due and payable.

In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor... the he, or 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 in such additional indebtedness incurred 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 and completing abstract showing the whole title of said premises, including foreclosure decree, shall be paid by the grantor... and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, at once, 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 discontinued, 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 or decree in the 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 of 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 grantor, 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 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 May A. D. 19 76

This document prepared by Morrison Agner (SEAL) Merchandise National Bank Merchandise Plaza Chicago, Illinois 60654 (SEAL)

23 480 305

UNOFFICIAL COPY

1976 MAY 11 10 31

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

State of Illinois
County of Cook } ss.

MAY-11-76 187197 • 23480305 • A — Rec 10.00

I, Milton Schafer

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that

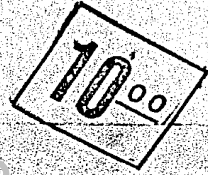
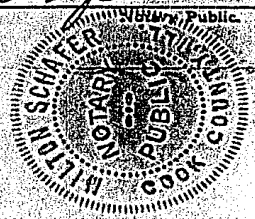
Gerald L. White and wife Grace H.

personally known to me to be the same persons 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.

Done under my hand and Notarial Seal, this 5th
day of May A. D. 19 76

Milton Schafer

My Commission Expires Jan. 11, 1979



Property of Cook County Clerk's Office

23480305

Box No.

SECOND MORTGAGE

Trust Deed

Gerald L. White and wife Grace H.

TO

Merchandise National Bank
Merchandise Mart
Chicago, Illinois 60654

BOX 422

END OF RECORDED DOCUMENT