

UNOFFICIAL COPY

23 602 666

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

This Indenture, WITNESSETH, That the Grantor^s Verne H. Bauer and wife Bonnie

of the Village of Posen County of Cook and State of Illinois
for and in consideration of the sum of Two Thousand Seven Hundred Twenty-Three 4/100 Dollars
in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago
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 Village of Posen County of Cook and State of Illinois, to-wit:
Lot 9 in Block 1 in Midlothian Garden Homesites a Subdivision of
the South 20 acres of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 12,
Township 36 North, Range 13, 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 Verne H. Bauer and wife Bonnie
justly indebted upon a certain principal promissory note—bearing even date herewith, payable
to Merchandise National Bank of Chicago in the total amount of
\$2,723.04, in 36 equal installments of \$75.04 each, beginning
September 27, 1976.

The Grantor^s covenant ... and agree ... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, or
according to any agreement extending time of payment; (2) to pay prior to the first day of January each year, all taxes and assessments against said premises,
and as demand in exhibit note, etc. thereafter, for the assessment of which no deduction or discount is allowed; (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 grantor 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 Mortgagor, and, second, to the Trustee herein as heir or
heirs of the first mortgagee, and to the third party beneficiary herein, and to the interest thereon, as the time may require, until the indebtedness is fully paid; (5) to pay all prior taxes, assessments,
and the interest thereon, at the time and place when due, or to insure, or pay taxes or assessments, or the prior indebtedness or the interest thereon when due, the grantor or the holder
of said indebtedness may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax bills or title affecting said premises or pay
all prior indebtedness and the interest thereon from time to time, and all money so paid, the grantor ... and ... to repay immediately, without demand, and
the same with interest thereon from the date of payment at seven percent per annum, or such higher rate as may be fixed by the additional indebtedness, and the same
shall, at the option of the grantor herein, without notice, become immediately due and payable, and with interest thereon from time of such breach, at
seven percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by
express terms.

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
the above provisions concerning the payment of taxes, assessments, charges, costs of procuring or completing abstracts showing the whole
of title, or of preparing and recording the same, shall be paid by the grantor ... and the like expenses and disbursements, increased by any suit or proceeding
pending wherein the grantor 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 item upon said indebtedness, shall be taxed as costs and included in such decree that may be rendered in such
proceedings, which proceeding, whether default or not, shall be an expense of the grantor, and the same may be recovered from him, until all such expenses
and disbursements, and the costs and suit, shall have been entirely paid from him by the grantor. The grantor ... for and grantor ... and for the heirs, executors, administrators
and assigns of said grantor ... and ... all right to the possession of, and income from, and proceeds pending such foreclosure proceedings, and agrees ... that
such title to said property shall be transferred this Trust Deed, the amount in which such bill is filed, may at more and without notice to the said grantor ... or to any party
claiming under said grantor ... except a receiver to take possession or charge of and commence with power to collect the rents, issues and profits of the said
property.

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
the above provisions concerning the payment of taxes, assessments, charges, costs of procuring or completing abstracts showing the whole
of title, or of preparing and recording the same, shall be paid by the acting Receiver of Taxes of said County or hereby appointed to be second
trustee in this trust. And when all the 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^s this 12th day of August A. D. 1976

(X) Verne H. Bauer (SEAL)
(X) Bonnie Bauer (SEAL)

This document prepared by

Merchandise National Bank

Merchandise Plaza
Chicago, Illinois 60654

23 602 666

UNOFFICIAL COPY

State of Illinois
County of Cook

Verne H. Bauer

RECEIVED
COOK COUNTY CLERK'S OFFICE

1976 AUG 18 PM 2 13

REG. NO. 239483 • 23602666 • A — Rec

10.00

I, Milton Schaefer

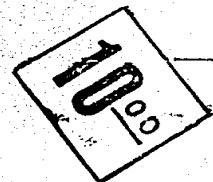
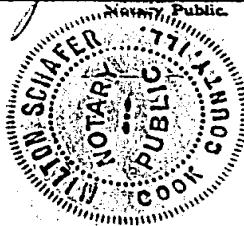
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Verne H. Bauer and Bonnie Bauer

personally known to me to be the same person 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.

Subs under my hand and Notarial Seal, this 12th
day of August A.D. 1976

Milton Schaefer

My Commission Expires Jan. 31, 1979



23602666

Box No. _____
SECOND MORTGAGE

Trust Deed

Verne H. Bauer and wife Bonnie

TO
Merchandise National Bank
Merchandise Mart
Chicago, Illinois 60654

BOX 422

END OF RECORDED DOCUMENT