

UNOFFICIAL COPY

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

23 243 335

This Indenture, WITNESSETH, That the Grantor Oscar Brown and wife Hattie

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Two thousand seven hundred and seventy seven Dollars 40/10
in hand paid, CONVEYS AND WARRANTS 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 ap-
paratus 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:
1st 26th Block 4 in subdivision of (except N. 134 feet.) Blocks 1 and
2, a 1/2 of Blocks 3 to 6 and (except the N. 60 ft. of the S. 350 feet.)
of Lots 7 and 8 in John B. Lyons Sub. of the W. 1/4 of the N.E. 1/4 of
Section 18 Township 38 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 GrantorS Oscar Brown and wife Hattie
justly indebted upon a principal promissory note bearing even date herewith, payable
Merchandise National Bank Of Chicago In the total amount of \$2,777.40,
with 36 equal payments of \$77.16 each, beginning on November 10, 1975

This Grantor, covenant and agree, as follows: (1) To pay and indorse, and the interest thereon, in full, and to hold out, a period, 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
land and demand in writing receipt therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings, or improvements on said premises
to their former condition, or to a better condition, if it can be done at a reasonable expense; (4) to keep all buildings now or at any time in
the premises in good and safe condition, and to repair same when the same shall become due and payable;
5. The first mortgage indenture, with洒水器 attached, held by the Grand Trustee or Mortgagor, and, second, to the Trustee, now or at any time
in the premises in good and safe condition, and to repair same when the same shall become due and payable;
6. The interest thereon, at the time when the same shall become due and payable;

7. The Event of Failure, or otherwise, or the present nonpayment or the interest thereon when due, the Grantor or the holder
of and holder of the note, or such like instrument, may sue for the recovery of the principal sum, or part thereof, or any
all other nonpayment and the interest thereon from time to time; and all money so recovered, the Grantor or the holder of
the note, or such like instrument, shall be an such additional indebtedness incurred; and
8. IN THE EVENT OF A BREACH OR NONCOMPLIANCE WITH ANY OF THE TERMS OF THIS INDENTURE, INCLUDING PENALTY, AND
SHALL BE SUBJECT TO THE SAME AS THE HOLDER THEREOF, WITHOUT NOTICE, BEING LIEN UPON THE PREMISES FROM TIME TO TIME, AND
AT SEVEN PER CENT, PER ANNUM, SHALL BE RECOVERABLE BY FORFEITURE THEREOF, OR BY SUIT AT LAW, OR COURT, THE SAME AS IF ALL OF SAID INDENTURE HAD BEEN
EXPRESSLY FORMED.

It is further covenanted by the grantor, that all expenses and disbursements paid or incurred in behalf of the grantor, in connection with the foregoings, here-

of, including reasonable attorney's fees, unless for documentary evidence, stenographer's charges, cost of公证人 or notary, or expenses of recording, or filing, or
title of said premises, including foreclosures, shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit, or
action, wherein the grantor, or his heirs, or assigns, shall be sued for the recovery of any of the amounts due him, or his heirs, or assigns, or
any other person, or persons, or corporation, or partnership, or association, or firm, or business, or trade, or profession, or occupation, or
employment, which proceeding, whether decree of sale shall have been entered or not, shall not be diminished, nor a remission of costs, until all expenses
and disbursements, and the costs of suit, including attorney's fees, have been paid. The grantor, and his heirs, or assigns, and
for the heirs, executors, administrators, and personal representatives of the grantor, shall be liable for all costs, expenses, and disbursements, and expenses, and
expenses of any suit to foreclose this Trust Deed, the court in which such suit is filed, may at once and without notice to the grantor, or his heirs, or assigns, or
any party claiming under said grantor, appoint a receiver to take possession 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 husband or father, then
Merchandise National Bank, of said County is hereby appointed to be first successor to this trust, and if for
any reason and first marriage fail or refuse to act, the person who shall then be the acting Executive of County of Cook, or County in hereby appointed to be
successor to this trust, and when all the covenants and agreements are performed, the grantor or his successor in trust, shall release said premises to
the heirs entitled, reserving the reasonable charges.

Witness the hand and seal of the grantor this 10th day of August A. D. 1975

This document prepared by
Hattie Brown

Merchandise National Bank
Merchandise Plaza
Chicago, Illinois 60654

(SEAL)
(SEAL)
(SEAL)

23 243 335

UNOFFICIAL COPY

State of Illinois
County of Cook

ss.

1975 OCT 3 AM 10 30

Milton Schaefer

RECEIVED
COOK COUNTY CLERK'S OFFICE

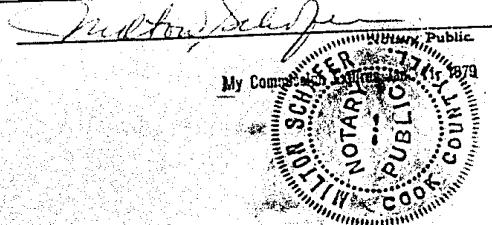
5.00

5.00

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Oscar Brown and wife Hattie

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.

Given under my hand and Notarial Seal, this 30th
day of August A. D. 19 75



5.00

Box No.
SECOND MORTGAGE
Trust Deed

Oscar Brown and wife Hattie

TO

Merchandise National Bank
Merchandise Mart
Chicago, Illinois 60654

Box 422

5.00

END OF RECORDED DOCUMENT