

24493511

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

This Indenture, WITNESSETH, That the Grantor s, Robert Fitzgerald and Margaret Fitzgerald (His Wife)

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Sixty-Four Hundred and Eighty-Nine Dollars 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 City of Chicago County of Cook and State of Illinois, to-wit: Lot 5 in Block 6 in Hough and Reeds Addition to Washington Heights in Section 8 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, Robert Fitzgerald and Margaret Fitzgerald (His Wife) a principal promissory note bearing even date herewith payable To Merchandise National Bank of Chicago in the amount of \$8,985 to be made in 84 equal installments of \$77.25 each, beginning July 28, 1978 and ending June 28, 1985

The GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as aforesaid, 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 to 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 be committed or suffered; (5) to keep all buildings now or at any time on such premises insured 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 herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the trustee 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 affected by said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S, 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 secured hereby. In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and 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 S 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 or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the grantor S; 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 S. 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 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 S for said grantor S, and for the heirs, executors, administrators and assigns of said grantor S, 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 to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, 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 the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be first successor in this trust; and if for any like cause said Recorder of Deeds is unable to act, then 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 12th day of June A. D. 19 78

This document is a true and correct copy of the original as shown to me by Marion Agui

Merchandise National Bank Merchandise Plaza Chicago, Illinois 60654

Robert S. Fitzgerald (SEAL) Margaret V. Fitzgerald (SEAL)

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State of Illinois }
County of Cook } ss.

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10.00

I, Milton Schafer

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

Robert C. Fitzgerald and Margaret V. Fitzgerald
(His Wife)

personally known to me to be the same person whose name SARA subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 12th
day of JUNE, D. 19 78

Milton Schafer
Notary Public

My Commission Expires Jan. 11, 1979



Property of Cook County Clerk's Office

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24493511

Box No. _____
SECOND MORTGAGE
Trust Deed

Robert Fitzgerald and Margaret
Fitzgerald (His Wife)

TO

Merchandise National Bank of
Chicago
Installment Loan

BOX 422

Merchandise National Bank of
Chicago
Merchandise National
Chicago, Illinois 60654
Installment Loan

END OF RECORDED DOCUMENT