

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

24561707

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Willard S. Gardner and Patricia Gardner (His Wife)

(hereinafter called the Grantor), of 1684 Whitcomb DesPlaines Illinois  
(No. and Street) (City) (State) 20/100

for and in consideration of the sum of Thirty Six Thousand One Hundred Twenty-Four and Dollars  
in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago  
of Merchandise Mart Chicago Illinois  
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
lowing described real estate, with the improvements thereon, including all heating, air-conditioning, 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 DesPlaines County of Cook and State of Illinois, to-wit:

Lot 3 in Block 6 in A. T. McIntosh & Co.'s Des Plaines Heights  
Subdivision of Block 10 in Morrie Park Subdivision North part East  
of Railroad Southeast 1/4 of Section 20 Township 41 North, Range 12  
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. Willard S. Gardner and Patricia Gardner (His wife)  
justly indebted upon a principal promissory note bearing even date herewith, payable

To Merchandise National Bank of Chicago in the amount of \$36,124.20  
to be made in 180 equal installments of \$200.69 each, beginning  
September 5, 1978 and ending August 5, 1993.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on 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 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 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, 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 agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 the interest thereon from time of such breach at eight 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 plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees and 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; 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, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a recorded owner is:

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,

refusal or failure to act, then \_\_\_\_\_ 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 25th. day of July 19 78

This document prepared by  
Joseph Kimpler

Willard S. Gardner (SEAL)

Patricia M. Gardner (SEAL)

This instrument was prepared by  
Merchandise National Bank  
Merchandise Plaza  
Chicago, Illinois 60654

(NAME AND ADDRESS)

24561707

1978 AUG 1 AM 9 34  
RECORDING DEEDS  
COOK COUNTY ILLINOIS

BOX 422

STATE OF Illinois

COUNTY OF Cook

AUG-1

103855

24561707

REC

10.00

I, ~~Willard S. Gardner~~ Alan Stelzer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Willard S. Gardner & Patricia M. Gardner, his wife

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 a 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 25 day of July, 1978



Alan Stelzer  
Notary Public

10<sup>00</sup>

24561707

BOX 422

BOX No.

SECOND MORTGAGE  
Trust Deed

Willard S. Gardner and Patricia  
Gardner (His Wife)

TO

Merchandise National Bank of  
Chicago  
Installment Loan

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

GEORGE E. COLE  
LEGAL FORMS