

24795207

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

This Indenture, WITNESSETH, That the Grantor Huey Thompson and Carolyn Thompson (His wife)

of the city of Chicago County of Cook and State of Illinois for and in consideration of the sum of Twenty Six Hundred Four and 24/100 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 city of Chicago County of Cook and State of Illinois, to-wit:

The North 26 feet 7 7/8 inches of Lot 3 and the South 9 1/4 inches of the North 27 feet 5 1/8 inches of the East 48 feet 3 1/2 inches of Lot 3 in Block 9 in E. L. Braifield's Subdivision (except Blocks 1 and 8 thereof) of the West 1/2 of the North West 1/4 of Section 5, 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, Huey Thompson and Carolyn Thompson (his wife) justly indebted upon a principal promissory note bearing even date herewith, payable to Merchandise National Bank of Chicago in the total amount of \$2,604.24 with 36 equal installments of \$72.33 each, beginning February 3, 1979 and ending January 3, 1982.

THE GRANTOR S covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 on 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 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 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, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or the prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor S agrees 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 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 by 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, 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 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 3rd day of January A. D. 19 79

This document prepared by Marion Agan (SEAL) Huey A. Thompson (SEAL) Carolyn J. Thompson (SEAL)

Merchandise National Bank (SEAL)  
Chicago, Illinois 60654

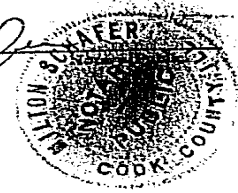
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State of Illinois  
County of Cook } ss.

I, Milton V. Baker  
a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
Huey Thompson and Carolyn Thompson (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 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 3rd  
day of January, A. D. 1979  
Milton V. Baker



My Commission Expires Jan. 11, 1979

Property of Cook County Clerk's Office

1979 JAN 9 PM 1 24

JAN-9-79 201306 24795207 REC 10.00

10<sup>00</sup>

Box No. BOX 422

**SECOND MORTGAGE**  
**Trust Deed**

Huey Thompson and Carolyn  
Thompson (His wife)  
TO  
Merchandise National Bank  
of Chicago  
Merchandise Mart  
Chicago, Illinois 60654  
Installment Loan Dept.

24795207

END OF RECORDED DOCUMENT