

UNOFFICIAL COPY

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

25441458

This Indenture, WITNESSETH, That the Grantors Eugene Tucker and wife Mary

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of One Dollars

in hand said 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 9 in Block 22 in Frederick H. Bartlett's Central Chicago, being a Subdivision in the Southeast 1/4 of Section 4 and the Northeast 1/4 and Southeast 1/4 of Section 9, Township 38 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the nonestead 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 Eugene Tucker and wife Mary

justly indebted upon a principal promissory note bearing even date herewith, payable to Merchandise National Bank of Chicago the total amount of \$9,432.36, with 84 equal installments of \$112.29 each, beginning May 29, 1980

THE GRANTOR g 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 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 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 9 in Block 22 in Frederick H. Bartlett's Central Chicago, being a Subdivision in the Southeast 1/4 of Section 4 and the Northeast 1/4 and Southeast 1/4 of Section 9, Township 38 North, Range 13, East of the 3rd Principal Meridian, in Cook County, Illinois.

IT IS AGREED by the grantor g 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 g; 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 g. 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 g for said grantor g and for the heirs, executors, administrators and assigns of said grantor g waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees 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 g, or to any party claiming under said grantor g, 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 Merchandise National Bank 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 g this 29th day of April A. D. 19 80

This document prepared by Marion Agan (SEAL)
Eugene Tucker (SEAL)
Mary Tucker (SEAL)
Merchandise National Bank (SEAL)
Merchandise Plaza (SEAL)
Chicago, Illinois 60654

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State of Illinois
County of Cook }

I, HARRY S. BRAND
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Eugene Tucker and wife Mary

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 29th
day of April A. D. 1980

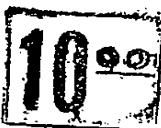
Harry S. Brand
Notary Public

My Commission Expires July 6, 1983



1980 APR 30 PM 1 34

APR-30-80 2 23 40 2541458 10.00



BOX 422
SECOND MORTGAGE
Trust Deed

Eugene Tucker and wife Mary
TO
Merchandise National Bank

2541458
BOX 422

END OF RECORDED DOCUMENT