

25928123

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

This Indenture, WITNESSETH, That the Grantor Erasmio M. Corral and wife Juana A.

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

for and in consideration of the sum of one Dollar

in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago

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

to 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 24 in Circuit Court Partition of the North East Quarter of Block 22 in Canal Trustee's Subdivision of the West half of Section 5 Twp. 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

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 Erasmio Corral and wife Juana A.

justly indebted upon a principal promisor, to-wit, bearing even date herewith, payable to the Merchandise National Bank of Chicago in the total amount of \$3,024.72, with 24 equal installments of \$126.03 each, beginning August 5, 1981.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, 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 compliance to be effected by the grantor 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 interest may appear, which policies shall be set 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 of times when the same shall become due and payable; (7) In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 pay all prior incumbrances and the interest thereon from time to time, and the grantor shall, 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; (8) In the event of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall at the option of the 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 process, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms.

IT IS ACKNOWLEDGED by the grantor 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 court costs, 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 grantor 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, 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, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, 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, or to any party claiming under said grantor, appoint a receiver to take possession and 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 Cook County of the grantee, or of his refusal or failure to act, then Merchandise National Bank of Chicago 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 party who succeeds then to be the acting Receiver of Deeds of said County is hereby appointed to be second successor in this trust. And when all of 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 5th day of May A. D. 1981

Erasmio Corral M. (SEAL)

This document prepared by Juana Corral (SEAL)

M. J. Aguer (SEAL)

Merchandise National Bank Merchandise Plaza Chicago, Illinois 60654 (SEAL)

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UNOFFICIAL COPY

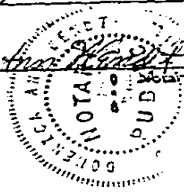
State of Illinois } ss.
County of Cook

I, Domenica Ann Wendt
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Erasmio M. Corral and wife Juana A

personally known to me to be the same person whose name 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.

Witness under my hand and Notarial Seal, this 5th
day of June A. D. 1981

Domenica Ann Wendt
Notary Public.



My Commission Expires April 30, 1985

Property of Cook County Clerk's Office

82-182692

1981 JUL 1 AM 9 41

JUL-7-81 4 55 16

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BOX 422
Box No.

SECOND MORTGAGE

Trust Deed

Erasmio M. Corral and wife

Juana A. Corral

TO

Merchandise National Bank of Chicago
Merchandise Trust Plaza
Chicago, Illinois 60654

25925123

BOX 422

END OF RECORDED DOCUMENT