

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25953658

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Wallace D. Whigam and Frances D. Whigam, his wife

(hereinafter called the Grantor), of 207 S. Cuyler Ave. Oak Park IL 60302
(No. and Street) (City) (State)

for and in consideration of the sum of One Dollars
in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago
of Merchandise Mart Chicago IL 60654
(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 following 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 Village of Oak Park County of Cook and State of Illinois, to-wit:

The South $\frac{1}{4}$ of Lot 2 and the North $12 \frac{1}{2}$ feet of Lot 3 in Block 3 in Closes Subdivision of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ with Resubdivision in Village of Ridgeland of Lots 16 to 23 inclusive of Block 45, Lots 1 to 11 inclusive in Block 48, Lots 1 to 13 inclusive and the South 25 feet of Lot 14 in Block 55, Lot 23 in the Resubdivision of Block 58, in the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 39 North, Range 13, East $\frac{1}{2}$ of the Third Principal Meridian.

Commonly known as: 207 S. Cuyler Ave., Oak Park, IL 60302

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 Wallace D. Whigam, and Frances D. Whigam, his wife justly indebted upon a principal promissory note bearing even date herewith, payable

to the Merchandise National Bank of Chicago in the total amount of \$11,664.00, with 48 equal installments of \$243.00 each, beginning August 30th, 1981.

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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, secondly, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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, 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 all money so paid, the Grantor agrees to repay immediately without demand, and the interest thereon from the date of payment at eight 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 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 with 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, 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, or days 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, 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 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 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 receiver is: Wallace D. Whigam and Frances D. Whigam, his wife County of the grantee, or of his resignation,

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 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 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 February, 1981

Wallace D. Whigam (SEAL)
Frances D. Whigam (SEAL)

This instrument was prepared by Joseph H. Kuyper Merchandise National Bank of Chicago
(NAME AND ADDRESS) Merchandise Mart Plaza
Chicago, Illinois 60654

UNOFFICIAL COPY

1981 JUL 30 AM 9 29

STATE OF Illinois
COUNTY OF Cook SS. JUL-30-81 492657 25953658 A -- REC 10.00

I, Debra D. Filip, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wallace D. Whigham & Frances B. Whigham, 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 and sealed in my hand and notarial seal this 3rd day of Feb., 1981
Debra D. Filip
Notary Public
Commission Expires 5/2/84

BOX No. **BOX 422**

SECOND MORTGAGE
Trust Deed

Wallace A. Whigham and wife

Frances C.

TO

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

BOX 422

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT