

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

25961006

This Indenture, WITNESSETH, That the Grantor Dan M. Seaton and wife Mary E.

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

for and in consideration of the sum of one Dollars

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

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

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 17 in Block 28 in Cottage Grove Heights Addition, being a Subdivision of part of the North 1/2 of Section 11, Twp. 37 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, Dan M. Seaton and wife Mary E. justly indebted upon a principal promissory note bearing even date herewith, payable to the Merchandise National Bank of Chicago in the total amount of \$1,860.00, with 24 equal installments of \$77.50 each, beginning September 10, 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 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 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 let 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 a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all accrued 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 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 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; 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 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, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees, 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 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 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 in the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 29th day of May A. D. 1981. This document prepared by M. J. Agner (SEAL) Dan M. Seaton (SEAL) Mary E. Seaton (SEAL) Merchandise National Bank of Chicago (SEAL) Merchandise Plaza Chicago, Illinois 60604

UNOFFICIAL COPY

AUG 6 AM 9 39

State of Illinois  
County of Cook ss.

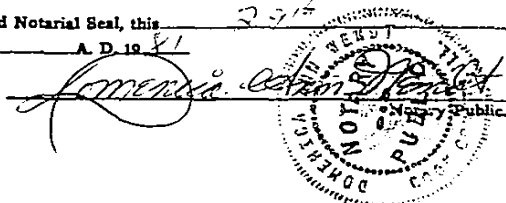
I, Domenica Ann Wendt

a Notary Public in and for Said County, in the State aforesaid, Do hereby Certify that 10.00  
Dan M. Seaton and wife Mary E.

personally known to me to be the same persons 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.

Done under my hand and Notarial Seal, this 27th  
day of July A. D. 19 81

My Commission Expires April 30, 1985



Property of Cook County Clerk's Office

25961006

BOX 422

SECOND MORTGAGE

Trust Deed

Dan W. Seaton and wife

Mary E.

TO

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

BOX 422

25961006

END OF RECORDED DOCUMENT