

GEORGE E. COLE  
LEGAL FORMS

FORM NO. 2202  
April, 1980

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form  
All warranties, including merchantability and fitness, are excluded

26750248

THIS INDENTURE WITNESSETH That Jimmy P. Barkus and wife Vera S. Barkus

(hereinafter called the Grantor), of  
10134 S. Calumet Chicago, Illinois 60628

for and in consideration of the sum of Ten  
00/100 Dollars

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

as Trustee to his successors in trust hereinafter named, 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 County of \_\_\_\_\_ and State of Illinois, to-wit:

Lot 429 in Bartlett's Greater Chicago Subdivision Number 1, being a subdivision of all of the E 1/4 of the SW 1/4 of Section 10, Township 37 North, Range 14 East of the Third Principal Meridian and all of that part of the SE 1/4 of said Section 10, Township 37 North, Range 14, East of the Third Principal Meridian, lying W of and adjoining the Illinois Central Railroad right of way (except therefrom the V 33.277 acres thereof) 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 is justly indebted upon \_\_\_\_\_ principal promissory note bearing even date herewith, payable

to Merchandise National Bank of Chicago, in 60 monthly installments of \$82.81, with the first installment due on 9-23-83. Net proceeds of \$3,482.24, at an annual percentage rate of 15.0%.

26750248

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 repair 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 grantee, 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 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 same with interest thereon from the date of payment at 15.0% 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 the date of such breach at 15.0% 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 plaintiff in connection with the foreclosure, or of including reasonable attorney'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 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 proceedings, 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 to 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 record owner is Jimmy P. Barkus and wife Vera S. Barkus

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

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 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.

This trust deed is subject to \_\_\_\_\_

Witness the hand S and seal S of the Grantor this 19th day of August, 19 83

Please print or type name(s) below signature(s)

Jimmy P. Barkus (SEAL) X  
Jimmy P. Barkus  
Vera S. Barkus (SEAL) X  
Vera S. Barkus

This instrument was prepared by Marion J. Agner Merchandise National Bank of Chicago  
(NAME AND ADDRESS) Merchandise Mart Chicago IL 60654

UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, SHERMAN A. CONE JR., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JIMMY P. BARKUS AND VERA S. BARKUS

personally known to me to be the same person S whose name S 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 under my hand and official seal this 19TH day of AUGUST, 1983



Sherman A. Cone Jr.  
Notary Public

Commission Expires June 18, 1987

26 JUL 69 = 2

AUG-26-83 7 54 0 10 26750248 A - 10.00



BOX 422  
SECOND MORTGAGE  
Trust Deed

Jimmy P. Barkus and  
Vera S. Barkus  
10134 S. Calumet  
Chicago, Illinois 60628  
TO  
Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

BOX 422

26750248  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT