

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26287348

GEORGE E. COLE\*  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Thomas K. Stat (a bachelor)

(hereinafter called the Grantor), of 1560 N. Sandburg Chicago, Illinois

(No. and Street) (City) (State)  
for and in consideration of the sum of Three-thousand, five-hundred dollars 00/100 Dollar,

in hand paid, CONVEYS AND WARRANTS to Merchandise National Bank of Chicago  
of Merchandise Mart Plaza Chicago, Illinois 60654

(Name 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 city  
of Chicago County of Cook and State of Illinois, to-wit: Unit #28033 in Carl

Sandburg Village Condo. No.7 as Delineated on a Survey of Lot 1--(see attached)

That part of LOT ONE (1) (except the North 85.05 feet thereof and except the East 36.0 feet thereof) in Chicago Land Clearance Commission Number Three (hereinafter described), falling within Lot 3 in Mathias Miller's Subdivision of Lot 108 (except the South 120 feet thereof) in Bronson's Addition to Chicago; AND, That part of LOT TWO (2) in Chicago Land Clearance Commission Number Three (hereinafter described) falling within Lot One (1) in the Subdivision of Lots 1 and 2 in Spanknebel's Subdivision of the West 170 feet of Lot 106 in Bronson's Addition to Chicago and a part of Lot Seven (7) in the Subdivision of Lot 107 in Bronson's Addition to Chicago, said Chicago Land Clearance Commission Number Three being a Consolidation of Lots and parts of Lots and vacated alleys in Bronson's Addition to Chicago and Certain Resubdivision, all in the Northeast Quarter (¼) of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 4, 1962 as Document Number 2032004.

26287348

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 Thomas K. Stat (a bachelor)  
justly indebted upon a principal promissory note bearing even date herewith, payable

to Merchandise National Bank in 48 equal installments of \$107.46  
totalling \$5,158.58, first installment due August 16, 1982  
APR 19.97

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, second, to the Trustee herein as their interest 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 same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

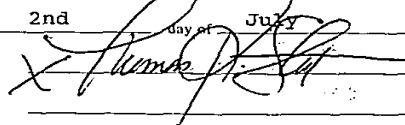
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof without notice, become immediately due and payable, and with interest thereon from time of such breach 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 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 hereof—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 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 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: Thomas K. Stat (a bachelor)  
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 \_\_\_\_\_ 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 2nd day of July, 1982

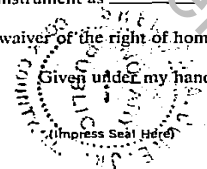
 (SEAL)  
(SEAL)

This instrument was prepared by Sherman A. Cone Jr. Merchandise National Bank  
Merchandise (NAME AND ADDRESS) Chicago, Illinois 60654  
Mart plaza

STATE OF Illinois JUL 13 1982 ss 1 0 0 0 1 26287348 10.20  
COUNTY OF Cook

I, Sherman A. Cone Jr., a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas K. Stat (a bachelor)

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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.

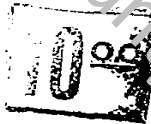


Given under my hand and notarial seal this 2nd day of July, 1982.

*Sherman A. Cone Jr.*  
Notary Public

My Commission Expires June 18, 1983  
Commission Expires

26287348



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BOX 422

BOX No.

SECOND MORTGAGE  
Trust Deed

Thomas K. Stat (a bachelor)  
1560 North Sandburg Terrace  
#2803  
Chicago, Illinois 60610

TO

Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

BOX 422

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT