

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

27254117

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That RONALD R. KAISER AND PATRICIA J. KAISER

(hereinafter called the Grantor), of 3724 W. 60th Place, Chicago, Illinois 60624

for and in consideration of the sum of One and no/100 Dollars
in hand paid, CONVEY S AND WARRANT S to MERCHANDISE NATIONAL BANK OF CHICAGO
of MERCHANDISE MART CHICAGO ILLINOIS

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:

The E-1/2 of lot 38 and all of lots 39 and 40 in Block 9 in W.J. Fabian's Subdivision of the W-1/2 of the NE-1/4 of the SW-1/4 of Section 14, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: 3724 W. 60th Place, Chicago, Illinois 60624

Hereby releasing and waiving all right 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 Ronald R. Kaiser and Patricia J. Kaiser justly indebted upon a principal promissory note bearing even date herewith, payable

To Merchandise National Bank in 179 equal monthly installments of \$231.48, with the last payment undetermined. The first installment due 9-30-84. Net proceeds of \$16,181.33 at an annual percentage rate of 15.45% estimated

27254117

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 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 moneys so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 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 per annum, shall be recoverable by foreclosure thereon, 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, costs for documentary evidence, stenographer's charges, cost of printing 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: RONALD R. KAISER AND PATRICIA J. KAISER 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 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 19th day of March 19 84

Ronald R. Kaiser (SEAL)
Patricia J. Kaiser (SEAL)

This instrument was prepared by Marion J. Agner, Merchandise National Bank
Merchandise Mart (NAME AND ADDRESS) Chicago, Illinois

UNOFFICIAL COPY

RECEIVED IN BAIL CONDITION

SEP-14-84 95361 27254417 A - 801 10.00
14 SEP 24 1984

STATE OF ILL.
COUNTY OF COOK ss.

I, JANIS ROFFA, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that RONALD & PATRICIA KAISER

personally known to me to be the same persons whose names 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.

Given under my hand and notarial seal this 14th day of September 1984

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires 12/31/85

Property of Cook County Clerk's Office

BOX 422

SECOND MORTGAGE
Trust Deed

Ronald and Patricia Kaiser
3724 W. 60th Place
Chicago, Illinois 60624

TO

Merchandise National Bank
Merchandise Mart
Chicago, Illinois 60654

BOX 422

GEORGE E. COLF.
LEGAL FORMS

27254417
10 SEP 24 1984

END OF RECORDED DOCUMENT