

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.

27254421

THIS INDENTURE WITNESSETH, That  
Robert A. Stanley and wife Eileen L.  
(hereinafter called the Grantor), of  
1465 S. Homan Chicago, Illinois 60655  
(No. and Street) (City) (State)  
for and in consideration of the sum of Ten and 00/100 Dollars  
in hand paid, CONVEY and WARRANT to  
Merchandise National Bank  
of Merchandise Mart Chicago, Illinois  
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

as Trustee, and 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 Cook and State of Illinois, to-wit:  
(commonly known as 1465 S. Homan Chicago, Illinois)  
Lot 7 in Resubdivision of Lots 7,8,9 (except the East 175 feet thereof) in Block 5 in Roberts and Young's Second Addition to Morgan Park, being a Subdivision of the South 100 acres (except North 60 rods of West 40 rods thereof and except North 831 feet of said 100 acres lying east of West 40 rods thereof) of the Northeast quarter of Section 23, Township 37 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

Hereby releasing and waiving all rights under the 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 119 principal promissory note bearing even date herewith, payable

To Merchandise National Bank in 119 equal monthly installments of \$213.13, with the last payment undetermined. The first installment due September 21, 1984. Net proceeds of \$13,596.00 at an annual percentage rate of 14.25%.

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, or total or partial loss of, 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 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 14.25 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 time of such breach at 14.25 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if 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 documents, evidence, stenographer's charges, cost of procuring or completing abstracts, not 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 debt 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 released, nor 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 to 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: Robert A. Stanley and wife Eileen L.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, when 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, -g, and seal -g of the Grantor this 16th day of August, 1984

Robert A. Stanley (SEAL)

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

Eileen L. Stanley (SEAL)

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

Merchandise Mart Chicago, Illinois 60654

27254421

UNOFFICIAL COPY

RECEIVED IN BAD CONDITION

14 SEP 84 12:33

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, William D. Minaghan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert A. Stanley and wife Eileen L.

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 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 official seal this 16th day of August, 1984.

(Impress Seal Here)

*William D. Minaghan*  
Notary Public

My Commission Expires September 29, 1987

Commission Expires \_\_\_\_\_

Property of Cook County Clerk's Office

SEP-14-84 9 55 AM '84 27254421 10.00

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27254421

BOX 422

BOX No.

SECOND MORTGAGE

Trust Deed

Robert A. Stanley  
Eileen L. Stanley  
11465 South Homar.  
Chicago, Illinois 60655  
TO  
Merchandise National Bank  
Merchandise Mart  
Chicago, Illinois 60654

BOX 172

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT