

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

THIS INDENTURE WITNESSETH, that Terence J. Barton and wife Nancy A. Barton

(hereinafter called the Grantor), of 719 Cummings Avenue Kenilworth, Illinois

(No and Street) (City) (State)
for and in consideration of the sum of Eleven and 00/100-----

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

(No and Street) (City) (State)
as Trustee, and 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 Cook and State of Illinois, to wit:

Lot 23 (except the West 50 feet thereof) and the West 20 feet of Lot 24 in Manus Indian Hill Subdivision No.3, being a subdivision of that part of the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, lying East of the Center of Church Road, also known as County or Ridge Road, in Cook County, Illinois.

Peal Estate Index No:05-28-105-023 **ML**

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 2 principal promissory note bearing even date herewith, payable

To Merchandise National Bank of Chicago in 179 equal monthly installments of \$792.10, with the last payment undetermined. The first installment due September 19, 1985. Net proceeds of \$61,800.00 at an annual percentage rate of 13.25% estimated.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as provided 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 real estate, to insure 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 to the Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the 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 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 pay 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, 13.25 (e) 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 time of such breach at 13.25 (e) per cent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all 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 disbursements, stenographer's charges, cost of procuring or completing abstracts, including the whole title of said premises embracing foreclosure decrees, 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 proceedings, whether a 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 person 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 said premises.

The name of a record owner is Terence J. Barton and wife Nancy A. (J)
IN THE EVENT of the death, 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 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 and seal of the Grantor this 13th day of August, 1985

Terence J. Barton (SEAL)

Please print or type names below signature(s)

Nancy A. Barton (SEAL)

This instrument was prepared by Marion J. Agner, Merchandise National Bank of Chicago
Merchandise Mart
Chicago, Illinois 60654

85162302

UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, CLARENCE W. FORD a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terence J. Barton and wife Nancy A. (J)

personally known to me to be the same persons whose names 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 13th day of August, 19 85

(Impress Seal Here)

Clarence W. Ford
Notary Public

Commission Expires My Commission Expires Sept. 29, 1987

REPT-01 RECORDING 09/26/85 10 13 00
11.00
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60-87 27 09/22/80 TONG HWA L
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BOX NO. **BOX 422**
SECOND MORTGAGE
Trust Deed

Terence J. Barton and wife
Nancy A. Barton (J)
719 Cummings Avenue
Kenilworth, Illinois 60043

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Merchandise National Bank
of Chicago
Merchandise Mart
Chicago, Illinois 60654

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GEORGE E. COLE
LEGAL FORMS