

44-38861-1

~~background~~

IN consideration of the sum of \$100.00 and 00/100-

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

Always quote for Rexroth's Use Only:

Lot 29 in Block 2, in Kinsey ~~Arriving~~ Park Boulevard Subdivision of the Southeast 1/4 of the Southwest 1/4 (Except the East 10 feet) of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (r): 12-13-312-012

Address(es) of premises: 4125 N. Overhill Chicago, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon a retail installment contract bearing even date herewith, payable

To Vinlygrain Industries of Illinois, Inc. and assigned to Merchandise National Bank of Chicago in 84 monthly installments of \$181.13, with the first installment due January 13, 1989. Net proceeds of \$9,119.63 at an annual percentage rate of 16.00%.

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, on or before any tax date, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within six days after destruction or damage to, or loss of, or to all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on 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 jointly 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 16.00 per centum per annum until due 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 16.00 PER CENT PER ANNUM, SHALL BE RECOVERABLE BY FORCLOSURE 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 and may be rendered in such foreclosure proceedings; which proceeding, if after 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 the said premises.

The name of a record owner is: John W. Klemundt and Melissa Klemundt (J)

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 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 3rd day of October, 1988

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

October _____, 1988

X John W. Klemundt (SEAL)

X Melissa C. Klemundt (SEAL)

This instrument was prepared by Merchandise National Bank of Chicago
Merchandise (NAME AND ADDRESS) Mart

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I, Barnett S. Kolton

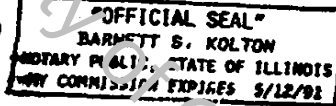
a Notary Public in and for

State aforesaid, DO HEREBY CERTIFY that John W. Klemundt and Melissa Klemundt

personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of 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 3rd day of October, 19 88

(Impress Seal Here)



Barnett S. Kolton
Notary Public

Commission Expires _____

88589964

DEPT-01 RECORDING \$12.00
T42222 TEAM 4996 10/20/88 12:07:00
44296 A P 4-88-589964
COOK COUNTY RECORDER

88589964

BOX 422

BOX No.

SECOND MORTGAGE

Trust Deed

John W. Klemundt and
Melissa Klemundt (J)

4125 N. Overhill
Chicago, Illinois

TO

Merchandise National Bank
of Chicago

Merchandise Mart
Chicago, Illinois 60654

BOX 422

GEORGE E. COLE
LEGAL FORMS

BOX No. **BOX 422**

SECOND MORTGAGE

Trust Deed

John W. Klemundt and
Melissa Klemundt (J)

4125 N. Overhill
Chicago, Illinois

TO

Merchandise National Bank
of Chicago
Merchandise Mart
Chicago, Illinois 60654

UNOFFICIAL COPY

BOX 422

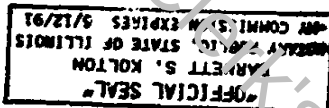
GEORGE E. COLE
LEGAL FORMS

68589964

88589964

DEPT-01 RECORDING
142222 TRAN 8996 12/22/88 12:07:00
#6896 # 88-589964
COOK COUNTY RECORDER

Commission Expires



(Impress Seal Here)

Notary Public

Barnett S. Kolton

Given under my hand and official seal this 3rd day of October, 19 88

waiver of the right of homestead.

personally known to me to be the same person, whose name is 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

I, Barnett S. Kolton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John W. Klemundt and Melissa Klemundt (J)

STATE OF Illinois
COUNTY OF Cook
\$9.