

UNOFFICIAL COPY 3471177

THIS INDENTURE, WITNESSETH, That ROBERT J. BYRNE AND JUDITH M. BYRNE (Married to each other) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

hereinafter called the Grantor), of 7307 W. Foster Morton Grove Illinois 60053 (No. and Street) (City) (State)

for and in consideration of the sum of \$71,006.40 Dollars

in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago of Merchandise Mart Chicago Illinois 60654 (No. 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 Morton Grove County of Cook and State of Illinois, to-wit:

LOT FIVE (5) In Block "D" in Harris' Park Vista Subdivision, being a Subdivision of the North Quarter (1/4) of the Northeast Quarter (1/4) (except parts thereof taken for highways) of Section 13, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 1468085.

Real Estate Index No. #09-13-211-017 Property Address: 7307 W. Foster Morton Grove IL 60053

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 ROBERT J. BYRNE AND JUDITH M. BYRNE

justly indebted upon a principal promissory note bearing even date herewith, payable

To Merchandise National Bank in 179 equal monthly installments of \$394.48, with the last payment undetermined. The first installment due October 3, 1985. Net proceed of \$30,000.00 at an annual percentage rate of 13.75% estimated.

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 interests may appear, which policies shall be left and remain with the said Mortgagee 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 the 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 claims 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. (Married to each other)

The name of a record owner is ROBERT J. BYRNE AND JUDITH M. BYRNE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 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 11 day of July, 1985.

Handwritten signatures of Robert J. Byrne and Judith M. Byrne with (SEAL) markings.

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

NOTE IDENTIFIED

3471177

UNOFFICIAL COPY

STATE OF Ill.)
COUNTY OF Cook) ss.

I, Edward Gorman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. BYRNE AND JUDITH M. BYRNE (Married to each other) AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 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 notarial seal this 11 day of July, 1985

(Impress Seal Here)

Edward Gorman
Notary Public

Commission Expires 11/9/88

1339775
213

3471177
3471177
3471177

BOX No. _____
SECOND MORTGAGE
Trust Deed

ROBERT J. BYRNE AND JUDITH M. BYRNE
(Married to each other)
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

TO
MERCHANDISE NATIONAL BANK
MERCHANDISE MART
CHICAGO ILLINOIS 60654

Pay to order of Merchandise
National Bank without recourse
Airoom Inc.
By

Robert J. Byrne

Submitted by _____
Address _____
Promised _____
Delivered to _____
Address _____
Deliver duplicate Trust _____
Send to _____
Address _____
Homestead _____
Mehalan

Merchandise Mart
Merchandise Mart
City 60654