

UNOFFICIAL COPY

GRANTOR: Grantor must complete this form if a deed is being recorded. Under this form, the grantor is not liable for the validity of the form or the accuracy of the information furnished, including the accuracy of the legal description or the identity of the parties.

3812355

THE UNDERSIGNED WITNESSETH, that Paul J. Blackney and Christina E. Blackney (married to each other)

hereinafter called the Grantor, is 315 So. Carlyle Arlington Heights, Illinois

for and to the use and benefit of the sum of \$64,000.00 Dollars

in hand paid TO HAVE AND TO HOLD AND WARRANT TO Merchandise National Bank of Chicago of Merchandise Mart Chicago, Illinois 60654

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all building, air-conditioning, gas and plumbing, electrical and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit: LOT 223 in "Stonegate" being a Resubdivision of B. R. Berry Company's East Moreland, being a Subdivision of that part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 33, and that part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 32, lying Northeastly of the Chicago and Northwestern Railroad Company, all in Township 42 North, Range 14 East of the Third Principal Meridian, Township 42 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

For reference (Real Estate Index) file number 03-33-105-004 Address(es) of premises: 315 So. Carlyle Place Arlington Heights, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of this covenant and agreement, WHEREAS, The Grantor is justly indebted upon a Home Improvement Loan with, payable



to Space Home Improvement and assigned to Merchandise National Bank of Chicago in 120 monthly installments of \$545.18, with the first installment due thirty days after completion. Net proceeds of \$64,000.00 at an initial annual percentage rate of 12.75%

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and hereinafter 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 to 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 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 to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left in full force and effect until the mortgages or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 if prior encumbrances 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 encumbrances and the interest thereon from time to time until all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of 12.75 percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements in this deed, 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 12.75 percent 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 any foreclosure hereof -- including reasonable attorney's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or causing abstracts showing the whole title of said premises embracing forced sale 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 on said premises, shall be taxed in cost 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 shall the deed given, until all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for his heirs, executors, administrators and assigns of the Grantor hereby irrevocably and forever assigns 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, if once an affidavit is filed by 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 Paul J. Blackney and Christina E. Blackney

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 and if the any like contingency shall occur, the person who shall then be the acting Recorder of Deeds of said County, is hereby appointed to be the successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall have 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 14th day of December, 1964

Please print or type name(s) below signature(s)  
Paul J. Blackney (SEAL)  
Christina E. Blackney (SEAL)

This instrument was prepared by Merchandise National Bank of Chicago Merchandise Mart Chicago, Illinois 60654

No 75 70

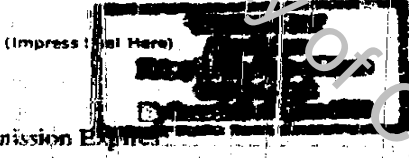
3812355

# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Allen Stibben a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul I. Blachney and Christina E. Blachney his wife 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 a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of redemption.

Given under my hand and official seal this 14 day of December, 1987.



Allen Stibben  
Notary Public

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

1/15/88 3812355

15 SECOND MORTGAGE

**Trust Deed**  
3812355

Paul J. Blachney and  
Christina E. Blachney  
(married to each other)

315 So. Carlyle  
Arlington Heights, Illinois 60004

3812355  
Mortgagee: Wabash Bank of Chicago

Merchandise Mart  
Chicago, Illinois 60654

Submitted by Paul I. Blachney  
Address 1000 N. Dearborn St. #37  
City Chicago, Ill.  
State Ill.  
Delivered by George E. Cole  
Address 1000 N. Dearborn St. #37  
City Chicago, Ill.  
State Ill.

Deed to Wabash  
Address Wabash  
Notified Wabash

Merchandise Mart  
Chicago, Illinois 60654

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office