

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (1-1-1973)

FORM No. 2202
JULY 1973

22 813 540

1021-3473
GEORGE E. COLE
LEGAL FORMS

THIS INSTRUMENT WITNESSETH THAT VERL C. SMITH AND KAREN A. SMITH, HIS WIFE,

hereinafter called the Grantors of 11414 West Grand Avenue, Melrose Park, Illinois

do hereby convey and warrant unto A. R. Di Benedetto, Illinois
of 100 West Palatine Road, Palatine, Illinois

unto his successors in trust hereinafter named for the purpose of securing to finance of [unclear] and agreements hereon [unclear]
including described real estate with the improvements thereon including all heating, air conditioning and plumbing appurtenances [unclear]
and certain appurtenant thereto together with all rents, issues and profits of said premises situated in the Village
of Melrose Park Cook County of Illinois

Lot 11 in Block 10 in Midland Development Company's Grand and Wolf Development being
a subdivision of part of the North East quarter of Section 30, Township 40 North,
Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all liens under title of the home loan subject to laws of the State of Illinois
in full discharge for the purpose of securing the performance of the covenants and agreements herein

WHEREAS The Grantor Verl C. Smith and Karen A. Smith, his wife,
has advanced upon one principal promissory note bearing even date herewith payable

in 60 successive monthly installments commencing on the 15th day of September, 1974
and on the same date of each month thereafter, all except the last installment to be
in the amount of \$110.68 each and said last installment to be the entire unpaid balance
of said sum. It is intended that this instrument shall also secure for a period of
five years, any extensions or renewals of said loan and any additional advances up to
a total amount of Six Thousand Six Hundred Forty and 80/100ths Dollars *****

THE GRANTOR covenants and agrees as follows: That in said indebtedness the interest thereon shall be paid in accordance with the
notes provided or according to the agreement extending time of payment (2) to pay to the first day of the month in which 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 building or improvement 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 on the premises
with loss clause attached payable to the first Trustee or Mortgagee and second to the Trustee herein as their interest may appear
and such policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid (6) to pay all taxes, assessments,
charges 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 holder of said indebtedness may procure such insurance or pay such taxes or assessments or discharge or purchase or pay
lien or file, affix and pay or pay all prior incumbrances and the interest thereon from time to time, and all money so paid by
Grantor agrees to repay immediately without demand and the same with interest thereon from the date of payment of seven 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
accrued 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 seven 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 fore-
closure hereof including reasonable attorney's fees outlays for document or evidence signographer's charges cost of procuring or com-
piling 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 is
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 de-
crees 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 with-
out 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 second owner is Verl C. Smith and Karen A. Smith, his wife,
Cook County of the grantee or of his resignation
Mayrine Frohne 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 9th day of August 1974
THIS DOCUMENT PREPARED BY Verl C. Smith (S.M.)
PALATINE SANDRO L. [unclear] Karen A. Smith (S.M.)
100 West Palatine Road
Palatine, Illinois 60067
A. Benedetto

22 813 540
Office

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STATE OF Illinois)
COUNTY OF McHenry) ss

I, Audrey E. Herrick a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that Verl C. Smith and Karen A. Smith, his wife,

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 notarial seal this Ninth day of August 19 74

AUDREY E. HERRICK
(Type Name in Full)
Notary Public
Commission Expires 12 27 76

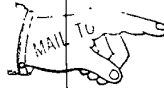
Audrey E. Herrick
Notary Public

AUG 13 AM 9 40



BOOK No. _____
SECOND MORTGAGE
Trust Deed

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GEORGE E. COLE
LEGAL FORMS

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END OF RECORDED DOCUMENT