

22 085 179

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

This Indenture, WITNESSETH, That the Grantor SAMUEL SMITH and CHARLIE MAE SMITH Also Known As CHARLIE MAE WILLIAMS,
 his wife
 of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of Forty-one Hundred Thirty-one & 42/100 Dollars
 in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
 of the City of Chicago County of Cook and State of Illinois
 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, gas and plumbing appar-
 atus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
 in the City of Chicago County of Cook and State of Illinois, to-wit:
Lot 32 in Block 3 in Daniel J. Fallis Addition to Pullman, being a
Subdivision of the East 1/2 of the North West 1/4 of the South East 1/4 of
Section 21 Township 37 North, Range 14, 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.
 IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors SAMUEL SMITH and CHARLIE MAE SMITH Also Known As
 justly indebted upon their one principal mortgage for CHARLIE MAE WILLIAMS her life, by LIBERTY BUILDERS, INC.
 for the sum of Forty-one Hundred Thirty-one &
42/100 Dollars (\$4131.42) payable in 83 successive monthly instalments
 each of \$49.19 except the final instalment which shall be equal to or
 less than the monthly instalments due on the note commencing on the
5th day of Dec. 1972, and on the same date of each month thereafter,
 until paid, with interest after maturity at the highest lawful rate.

22 085 179

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as hereinafter provided, or
 according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments on 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 or made by the holder
 of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee hereinafter named 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 grantors 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 grantors agree to repay immediately without demand, and
 the same with interest thereon from the date of payment at 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 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
 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
 in express terms.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
 of, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the whole
 title of said premises embracing foreclosure decree shall be paid by the grantors, and the like expenses and disbursements, occasioned by any suit or pro-
 ceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. 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 decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses
 and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantors, for said grantor, and for the heirs, executors, administrators
 and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that
 upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantors, or to any party
 claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said
 premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
August G. Merkel 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 7 this 7th day of Oct. A. D. 1972

Samuel Smith (SEAL)
Charlie Mae Smith (SEAL)
Charlie Mae Williams (SEAL)

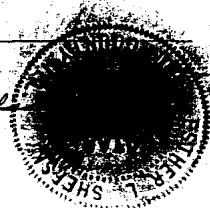
State of Illinois }
County of Cook } ss.

I, ESTHER L. SHEFSKY
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
SAMUEL SMITH and CHARLIE MAE SMITH Also Known As
CHARLIE MAE WILLIAMS, his wife

personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he 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 7th
day of Oct A. D. 19 72

Esther L. Shefsky



Property of Cook County Clerk's Office

Shirley A. Allen

RECORDS OF DEEDS
COOK COUNTY ILLINOIS
FILED FOR RECORD

1977 OCT 16 AM 11 00
OCT-16-72 515274 • 2085179 • A — Rec 5.00

5.00

22085179

Box No. 246

SECOND MORTGAGE

Trust Deed

SAMUEL SMITH and
CHARLIE MAE SMITH Also Known As
CHARLIE MAE WILLIAMS, his wife

TO

JOSEPH DEZONNA, Trustee

NORTHWEST NATIONAL BANK

OF CHICAGO

CORNER WEST 1ST ST.
3078 N. LAUREL AVE.
CHICAGO, ILLINOIS 60641

END OF RECORDED DOCUMENT