

# UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202

22 149 715

SEE E. COLE & CO. CHICAGO LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Florence Jones AKA Florence Smith married to Leon Smith

of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Seventy Hundred eighty and 00/100 Dollars  
in hand paid, CONVEY AND WARRANT to Ruben Harris, Trustee, 6029 W. Irving Pk. Rd.  
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 apparatus 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 14 (except the East 15 feet thereof) & all of lot 15 in Block "E" in Sonnenschein & Solomon's Park Manor Subdivision of Block 5, 7 & 12 in L.V. Freer's Subdivision of the East 1/2 of the Southwest 1/4 of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian.

Hereby releasing and waiving all rights 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 Florence Jones AKA Florence Smith married to Leon Smith justly indebted upon one principal promissory note bearing even date herewith, payable in the sum Seventy Hundred eighty and 00/100 dollars (\$7080.00) in Sixty (60) equal and successive monthly installments of One Hundred eighteen and 00/100 dollars (\$180.00) each beginning January 6, 1973 and ending December 6, 1977.

THE GRANTOR S covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction of any building or improvement on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered by to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who shall be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the Trustee or Mortgagee, and secondly, 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; (5) 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 discharge or purchase any tax lien or lien affecting said premises or pay all prior incumbrances and the interest thereon from time to time, if said money is not paid, the grantor S agrees 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 thereon, or by suit at law, or both, the same as if all of said covenants had then matured by express terms.

IT IS AGREED by the grantor S that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for depositions, evidence, stenographer's charges, cost of procuring or completing abstracts, and the whole profit of said premises embracing foreclosure decree shall be paid by the grantor S; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any of the said indebtedness, as such, may be a party, shall also be paid by the grantor S. 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 or judgment 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 the grantor's fees have been paid. The grantor S, for said grantor S, and for the heirs, executor, administrators and assigns of said grantor S, waives all claims for possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this indenture in the court in which such bill is filed, may at once and without notice to the said grantor S, or to any party claiming under said grantor S, 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, disability or absence from said Cook County of the grantee, or of his refusal or failure to act, Melvin Cohen of said County is hereby appointed to be the first successor in this trust, and if for any like cause said first successor shall refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be the first 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 S and seal S of the grantor S this 1st day of December A. D. 19 72

Florence Jones AKA (SEAL)  
Florence Smith (SEAL)  
Leon Smith (SEAL)

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State of Illinois  
County of Cook ss.

I, the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that  
Florence Jones AKA Florencé Smith married to Leon Smith

personally known to me to be the same person whose name s 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 1st  
day of December A. D. 19 72



Jack M. Ferdinand  
Notary Public.

DEC 7 AM 9 10  
DEC-7-72 515205 • 22149715 - A - REC 510

RECORDED OF DEEDS  
COOK COUNTY ILLINOIS  
FILED FOR RECORD

500 MAIL

22149715

Box No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO



PLEASE RETURN TO:

GEORGE E. COLE, CLERK

END OF RECORDED DOCUMENT