

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 2202

22 172 455

GEO. E. COLE & CO. CHICAGO
LEGAL BLANKS

This Indenture, WITNESSETH, That the Grantor Victor E. Smith & Theresa K. Smith
his wife

of the City of Berwyn County of Cook and State of Illinois
for and in consideration of the sum of Eight Thousand one hundred 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 appar-
atus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the City of Berwyn County of Cook and State of Illinois, to-wit:
Lot 30, Block 6, in Greeley's Addition to Berwyn, in the Southwest
1/2 of Section 29, Township 39 North, Range 13, East of the Third
Principal Meridian.

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 Victor E. Smith & Theresa K. Smith, his wife
justly indebted upon one principal promissory note bearing even date herewith, payable
in the sum of Eight Thousand one hundred and 00/100 dollars (\$8100.00)
in Sixty (60) equal and successive monthly installments of One
Hundred thirty-five and 00/100 dollars (\$135.00) each beginning
January 28, 1973 and ending December 28, 1977.

THE GRANTOR S covenant and agree 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 or damage to or removal of improvements on said premises,
said premises insured in companies to be selected by the grantee herein, who shall be required to place such insurance in companies acceptable to the holder
of the first mortgage indebtedness, with loss clause attached payable first, to the holder of the Mortgage, and, second, to the Trustee herein; 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 discharge or purchase any tax lien or title affecting said premises or pay
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 S agrees to repay immediately without demand, and
the same with interest thereon from the date of payment at seven 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 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 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 here-
of—including reasonable solicitor's fees, outlays for disbursements, 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 S; 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 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 fore-
closing proceedings, which proceedings, whether decrees 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 attorney's fees have been paid. The grantor S for said grantor S and for the heirs, executors, administrators
and assigns of said grantor S waive, alienate, release, relinquish, and assign to 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 personal or absence from said Cook County of the grantee, or of his refusal or failure to act, then
Melvin Cohen of said County is hereby appointed to be 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 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 S and seal S of the grantor S this 21st day of December A. D. 19 72

Victor E. Smith (SEAL)

Theresa K. Smith (SEAL)

(SEAL)

(SEAL)

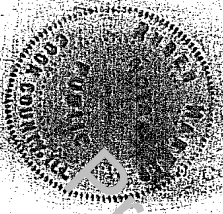
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State of Illinois
County of Cook } ss.

I, _____ the undersigned

a Notary Public in and for said County, in the State aforesaid, do hereby Certify that
Victor E. Smith and Theresa K. Smith, his wife



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 21st
day of December A.D. 1972

Notary Public.

RECORDED BY THE CLERK OF COOK COUNTY, ILLINOIS
1973 JAN 2 AM 10 01
JAN-2 '73 556062 • 22172455 A — Rec 510

5⁰⁰ MAIL

Box No. _____
SECOND MORTGAGE
Trust Deed

TO



PLEASE RETURN TO:

HARRIS LOAN & MORTGAGE CORP.
6029 W. IRVING PARK RD.
CHICAGO 34, ILLINOIS

GEORGE E. COLE & COMPANY
22172455

END OF RECORDED DOCUMENT