

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 186 659

321321
GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Joseph Smith (a Widow)

(hereinafter called the Grantor), of the City of Chicago and State of Illinois, for and in consideration of the sum of Eight Thousand Three Hundred Seventy Nine and 00/100 Dollars in hand paid, CONVEY AND WARRANT to Jerome R Thomas of the City of Chgo 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, air-conditioning, 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 Chgo County of Cook and State of Illinois, to-wit:

East 9feet Lot 83 and W 24 feet Lot 84 in Subdivision of Lot 8 in School Trustees Subdivision of Section 16 Township 37 North Range 14 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 Joseph Smith (A Widow) justly indebted upon One instalment principal promissory note bearing even date herewith, payable

The principal sum of Eight Thousand Three Hundred Seventy Nine and 00/100 Dollars payable as follows: Ninety Nine and 75/100 Dollars on the 5th day of March 19 73; Ninet Nine and 75/100 Dollars on the 5th day of April, 1973 beginning on the 5th day of April, 1973, for Eighty One (81) months succeeding and a final payment of Ninety Nine and 75/100 Dollars on the 5th day of Feb. 1980

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said note or notes 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 against 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 no 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, 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 to insure, or pay taxes or assessments, or to pay prior incumbrances 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 incumbrances and the interest thereon from time to time; and all money so paid, the Grantor 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 or 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 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 foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographic charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like such 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 upon said premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings which proceeding, whether decree 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 once and with-out notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge on said premises with power to collect the rents, issues and profits of the said premises.

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 Chicago Title & Trust Co of Chicago 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 charge.

Witness the hand and seal of the Grantor this 5th day of Jan. 1973
Joseph Smith (SEAL)
(SEAL)

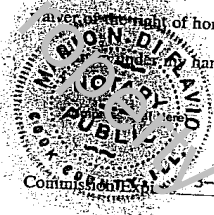
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STATE OF Illinois
COUNTY OF Cook } ss.

I, Mario N. Di Flavio, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Smith (a Widow)

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he 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



aver, by my hand and notarial seal this 5th day of Jan., 19 73.

Mario N. Di Flavio
Notary Public

JAN 15 1973
JAN 15 1973
5.00

5.00

BOX No. 221 DI Flavio

SECOND MORTGAGE
Trust Deed

35 West 103rd Place Chgo, Illinois

Joseph Smith (a Widow)

TO

Jerome R Thomas

Mail To:

M.N. Di Flavio
American National Bank
33 North La Salle Street
Chgo, Illinois 60690

22186659
GEORGE E. COLF
LEGAL FORMS

END OF RECORDED DOCUMENT