

# UNOFFICIAL COPY

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

22 364 101

This Indenture, WITNESSETH, That the Grantor S. \_\_\_\_\_  
JAMES SMITH and  
WILLIE HILLIARD and LUELLA HILLIARD, his wife  
of the City of Chicago County of Cook and State of Illinois  
for and in consideration of the sum of Eighteen Hundred seventy-nine and 37/100 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 appa-  
ratus 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 eighteen (18) in Block four (4) in the Lucy M. Green Addition to  
Chicago, being a Subdivision of the North East Quarter (NE $\frac{1}{4}$ ) of the  
North East Quarter (NE $\frac{1}{4}$ ) of Section twenty (20), Township thirty eight  
(38) North, Range Fourteen (14), East of the Third Principal Meridian,  
in Cook County, Illinois

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 Grantors JAMES SMITH and WILLIE HILLIARD and LUELLA HILLIARD,  
justly indebted upon their one principal promissory note—bearing even date herewith, payable  
NORTHWEST NATIONAL BANK OF CHICAGO, for the sum of Eighteen Hundred  
seventy-nine and 37/100 Dollars (\$1879.37) payable in 35 successive  
monthly instalments each of \$52.21 except the final instalment which  
shall be equal to or less than the monthly instalments due on the note  
commencing on the 10 day of April 1973, and on the same date of each  
month thereafter, until paid, with interest after maturity at the  
highest lawful rate.

THE GRANTORS covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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, or removal of, 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 acceptable to the holder  
of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, 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; (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 the prior incumbrances or the interest thereon, then and there, 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 other 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 fully and 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 as aforesaid 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 the date of such breach at  
seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or by both, the same as if all of said indebtedness and interest were  
expressly so provided.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with a foreclosure hereof,  
including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstracts showing the whole  
title of said premises embracing foreclosure decrees—shall be paid by the grantor; 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. 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 any foreclosure  
proceeding, which proceeding, 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 grantor, for said grantor, and for the heirs, executors, administrators  
and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings and agrees, 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 grantor, or to any party  
claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of 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,  
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 grantor 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 12th day of June, D. 1973  
James S. Smith (SEAL)  
LueLLa Hilliard (SEAL)  
Willie Hilliard (SEAL)

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22 364 101

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State of Illinois  
County of Cook

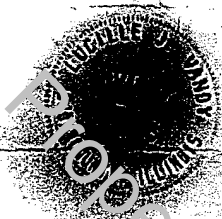
I, Lucille J. Vandy

a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
JAMES SMITH and  
WILLIE HILLIARD and LUELLA HILLIARD, his wife

personally known to me to be the same persons whose names 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 12th  
day of June, A. D. 1973

Lucille J. Vandy  
Notary Public



Property of Cook County Clerk's Office

101 ADE SS

*Shirley R. Cook*  
1973 JUN 18 AM 11 02  
RECORDED OF DEEDS  
COOK COUNTY ILLINOIS  
JUN-18-73 642075 22364101 W-A Rec 5.00

5.00

22364101

Sec. No. 216

SECOND MORTGAGE

# Trust Deed

JAMES SMITH and  
WILLIE HILLIARD and  
LUELLA HILLIARD, his wife  
TO  
JOSEPH DEZONNA, Trustee

101 ADE SS