

UNOFFICIAL COPY

Account No. 16800285
TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202 NW

23 819 847

This Indenture, WITNESSETH, That the Grantor Roy Smith and Margery I. Smith

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Nineteen Hundred Thirty-One & 52/100 (\$1931.52) Dollars
in hand paid, CONVEY AND WARRANT to CONTINENTAL ILLINOIS NATIONAL BANK & TRUST CO.
whose principal address is 231 S. LaSalle St., Chicago, Ill. 60607
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 Eight (8) in Block Seventeen (17) in Frederick H. Bartlett's Greater
Calumet Subdivision of Chicago being part of the South Half (1/2) of Section 20,
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 Grantor Roy Smith and Margery I. Smith

justly indebted upon One principal promissory note bearing even date herewith, payable
in monthly installments of \$80.48 to commence December 10, 1975 with a final
payment on November 10, 1977.

THE GRANTOR 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 June in each year, all taxes and assessments against said premises,
and an amount 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 on 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 and third, if interest
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 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 the rate of ten 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 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
the rate of ten percent 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 by
express terms.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof
of including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole
title of said premises embracing foreclosure hereof 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 such foreclosure
proceedings; 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 said proceeding, including solicitor's fees have been paid. The grantor, 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 grantor, and 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 the said
premises.

IN THE EVENT of the death, removal or absence from said County of the grantor, or of his refusal or failure to act, then
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 Receiver 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 20 day of July A. D. 19 75

Roy Smith (SEAL)
Margery I. Smith (SEAL)

Twelve (12) per cent

This instrument prepared by: George E. Schwertfeger, 231 S. LaSalle St., Chicago, Ill.

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State of Illinois

1977 FEB 15 AM 9 07

Margery R. Olson

County of Cook

I, Milton Schafer

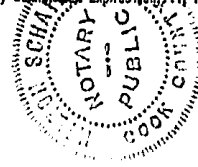
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
Roy Smith and Margery I. Smith

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 9th
day of August A. D. 19 75

Milton Schafer

Notary Public
My Commission Expires Aug. 11, 1979



23819847

16800285

Box No.

SECOND MORTGAGE

Trust Deed

TO



COMMERCIAL NATIONAL BANK
CONSUMER CREDIT DIVISION 2227
221 SOUTH LA SALLE STREET, CHICAGO, ILL. 60606

GEORGE SCHWERTFEGER

Consumer Credit Division

0007 13 FLOOR - 27.5 FLOOR

END OF RECORDED DOCUMENT