

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

73 880 914

GEORGE E. COLE  
LEGAL FORMS

THIS INSTRUMENT, WITNESSETH, that Charles P. Smith Jr. and Dawn K. Smith, his wife (hereinafter called the Grantor), of 16640 South Fulton Terrace, Tinley Park, Illinois (No. and Street) (City) (State) in hand paid, CONVEYED AND WARRANTED to Tinley Park Bank of 16255 South Harlem, Tinley Park, Illinois (No. and Street) (City) (State) and to his successors in trust be 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 Village of Tinley Park, Cook County, Cook and State of Illinois, to-wit:

65-038-97(018)

Lot 4 in Block 16 in William C. Schube's Kimberly Heights Second Addition to Tinley Park a subdivision of the East 1/2 of the South West 1/4 of Section 20, Township 36 North, Range 13 East of the Third Principal Meridian (except the West 17 1/2 rods of the South 40 rods thereof) and (except) the Southerly portion thereof deeded for highway purposes) for 167th Street according to the plat thereof recorded July 10, 1956 as Document Number 16634476 in Cook County, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IS THIS, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WITNES, The Grantor Charles P. Smith Jr. and Dawn K. Smith, his wife, justly indebted upon Tinley Park Bank principal promissory note, bearing even date herewith, payable Monthly

10.00

The Grantor covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein set forth in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 now or at any time on said premises insured in companies to be selected by the grantor 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 secondly to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior unincumbered, and the interest thereon, at the time or times when the same shall become due and payable.

IS THE TRUST of failure to insure, or pay taxes or assessments, or the prior incumbrances on the interest thereon when due, the grantor 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 eight per cent per annum shall be as much additional indebtedness secured hereby.

IS THE TRUST 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 eight 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 then matured by express terms.

It is AVOID to 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, 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; and the like 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, 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 at once and without notice to the Grantor, or to any party claiming under the 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.

The name of a record owner is Charles P. Smith Jr. and Dawn K. Smith, his wife Cook County of the grantee, or of his resignation, refusal or failure to act, then of said County is hereby appointed to be the 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 charges.

Witness the hand and seal of the Grantor this 7th day of April, 1977  
 Charles P. Smith Jr. (SEAL)  
 Dawn K. Smith, his wife (SEAL)

This instrument was prepared by Tinley Park Bank, 16255 South Harlem, Tinley Park, Illinois (NAME AND ADDRESS)

716 033 330

UNOFFICIAL COPY

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 Charles Smith and Dawn Smith, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 11 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

written of the right of homestead.  
Given under my hand and notarial seal this 11 day of April, 1977.



*[Signature]*  
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1981 AND  
ISSUED THROUGH ILLINOIS NOTARY PUBLIC

ILLINOIS  
APR 11 9 00 AM '77

THIS INSTRUMENT WAS PREPARED BY  
1445 S. FINLEY AVENUE  
FINLEY PARK, ILLINOIS 60477

SANDRA E. LYNN  
Real Estate Broker, Chicago

DEEDS  
\*23860914

TINLEY PARK BANK  
1622 S. PARK AVE.  
TINLEY PARK, ILLINOIS 60477

GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT