

1-2508

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 2202

Geo. E. Cole & Co. Chicago
LEGAL BLANKS
23 913 636

This Indenture, WITNESSETH, That the Grantor Patrick F. Smith and Mary Ellen Smith (his wife)

of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of One Thousand Seven Hundred Fifteen & 04/100 Dollars
in hand paid, CONVEY AND WARRANT to National Bank of Austin
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:
The East 16 2/3 feet of Lot 16 and Lot 17 (except the East 8 1/3 feet thereof) in Block 48 in Frederick H. Bartlett's Chicago Highlands Subdivision of Section 19, Township 38 North, Range 13, East of the 3rd 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 Patrick F. Smith and Mary Ellen Smith (his wife) justly indebted upon One principal promissory note bearing even date herewith, payable in installments as follows: Seventy One and 46/100** (\$71.46) Dollars on the 6th day of June, 1977 and Seventy One and 46/100 (\$71.46) Dollars on the 6th day of each Month thereafter, to and including the 6th day of May, 1979, with a final payment of the balance due on the 6th day of May, 1979.**

THE GRANTOR covenant and agree as follows: (1) To pay said principal 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 on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or repair 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 the insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the 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 so to insure, or pay taxes or assessments, or the prior incumbrances or 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 lien or lien 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 pay 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 foregoing covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without delay become immediately due and payable, and with interest thereon from time of such breach, at seven per cent. per annum, shall be recoverable by the holder 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—including reasonable solicitor's fees, outlays for necessary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure proceedings—shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 indebtedness on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether or not said 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 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, or to any party claiming under said grantor, cause the 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 Cook County of the grantor, or of his refusal or failure to act, then Chicago Title & Trust Company 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 seals of the grantors this 26th day of April A. D. 19 77

Patrick F. Smith (SEAL)
Patrick F. Smith

Mary Ellen Smith (SEAL)
x Mary Ellen Smith (SEAL)
Mary Ellen Smith

THIS INSTRUMENT WAS RECORDED BY:
RECORDER OF DEEDS OF COOK COUNTY
56 1/2 Adams St. Chicago, Ill.

Pauline Landwehr

Property of Cook County, Illinois
TRUST DEED—SECOND MORTGAGE

23 913 636

UNOFFICIAL COPY

RECORDED BY CLERK
COOK COUNTY ILLINOIS

G. Lambesis
1977 MAY 5 AM 9 16
MAY--5-77 367988 • 23913636 - A - Rec

10.00

State of Illinois } ss.
County of Cook

I, G. Lambesis
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Patrick F. Smith and Mary Ellen Smith (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 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 26th
day of April A.D. 19 77

G. Lambesis

Notary Public.

G. Lambesis

Property of Cook County Clerk's Office



Box No.

SECOND MORTGAGE

Trust Deed

Patrick F. Smith &

Mary Ellen Smith (his wife)

TO

National Bank of Austin
5645 West Lake Street
Chicago, Illinois 60644

GEORGE COLE COMPANY

23913636

END OF RECORDED DOCUMENT