

UNOFFICIAL COPY

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

NO. 202NW

23 965 930

This Indenture, WITNESSETH, That the Grantors
 ARTHUR L. SMITH and LORRAINE SMITH, his wife and
 JOHN W. KUNSTMAN and BONNIE KUNSTMAN, his wife
 of the City of Chicago County of Cook and State of Illinois
 for and in consideration of the sum of Forty eight hundred twenty eight and 20/100 Dollars
 in hand paid CONVEY AND WARRANT to JOSEPH DEZOUNA, 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 appur-
 tenatus 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 West 20 feet of Lot 41 and the East 10 feet of Lot 40 in Block 6 in
 Edwards' Subdivision of the South West quarter of the South East quarter of
 the South East quarter of Section 21, Township 40 North, Range 13, East of
 the Third Principal Meridian.

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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 Grantors ARTHUR L. SMITH and LORRAINE SMITH, his wife and
 JOHN W. KUNSTMAN and BONNIE KUNSTMAN, his wife
 justly indebted upon their principal promissory note bearing even date herewith, payable
 ZARCO CONSTRUCTION COMPANY, INC.

for the sum of Forty eight hundred twenty eight and 20/100 Dollars (\$4828.20)
 payable in 59 successive monthly instalments each of \$80.47 except the final
 instalment which shall be equal to or less than the monthly instalments due
 on the note commencing on the 1st day of July 1977 and on the same date of
 each month thereafter, until paid, with interest after maturity at the highest
 lawful rate.

THE GRANTOR covenant and agree 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 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 by 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 let 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 such 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 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 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
 seven 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 AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure here-
 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 decree 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 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, 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 Cook County of the grantee, or of his refusal or failure to act, then
 August C. 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 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 20th day of June A. D. 1977
 + Lorraine Smith (SEAL)
 + Arthur L. Smith (SEAL)
 + Bonnie L. Kunstmann (SEAL)
 + John W. Kunstmann (SEAL)

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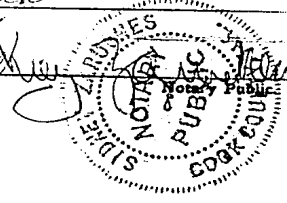
State of Illinois
County of Cook } ss.

I, Libby Zander

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
ARTHUR L. SMITH and LORRAINE SMITH, his wife and
JOHN W. KUNSTMAN and BONNIE KUNSTMAN, 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.

Under my hand and Notarial Seal, this 7th
day of June A. D. 1977



Property of Cook County Clerk's Office

JUN 13 1977 JUN 13 AM 10 25



Box No. 246
SECOND MORTGAGE
Trust Deed

ARTHUR L. SMITH and
LORRAINE SMITH, his wife and
JOHN W. KUNSTMAN and
BONNIE KUNSTMAN, his wife

TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
L. G. Matt
Northwest National Bank of Chicago
3985 North Milwaukee Avenue
Chicago, Illinois 60641

59665930

END OF RECORDED DOCUMENT