

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

24439959

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Woodie D. Smith and Yvonne Smith, his-wife

(hereinafter called the Grantor), of 14825 Honore Harvey Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Two Thousand Nine Hundred Fifty Three and 08/100 Dollars
in hand paid, CONVEY S. AND WARRANTS to First State Bank of Harvey
of 15340 Dixie Highway Harvey Illinois
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing 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 City
of Harvey County of Cook and State of Illinois, to-wit:

Lots 35 and 36 in Block 180 in Harvey, a Subdivision
in the North West quarter of the South East quarter of
Section 7, Township 36 North, Range 14, East of the
Third Principal Meridian, South of the Indian Boundary
Line,

24439959

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 Woodie D. Smith and Yvonne Smith, his wife
justly indebted upon their principal promissory note bearing even date herewith, payable

in 36 installments of \$82.03 beginning on June 15th, 1978 and
continuing on the same day of each successive month
thereafter until paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and 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 a site 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 as their interests may appear, with
policies shall be left and remain with the said Mortgagees or Trustees 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
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 eight per cent
per annum shall be so much additional indebtedness secured hereof.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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 in equity,
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 plaintiff in connection with the fore-
closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting 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 dec-
ree 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 with-
out 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: Woodie D. Smith and Yvonne Smith his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,
refusal or failure to act, then of said County is hereby appointed to be the acting Recorder
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 s this 5th day of May 19 78

X Woodie D. Smith (SEAL)
X Yvonne C. Smith (SEAL)

This instrument was prepared by Debbie Michael First State Bank of Harvey
(NAME AND ADDRESS) 15340 Dixie Highway
Harvey, Illinois 60426

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1978 MAY 10 AM 9 07

RECORDING OFFICE
COOK COUNTY

RECORDING FEE

STATE OF ILLINOIS

COUNTY OF COOK

MAY-10-78

SS. 60807

24439959

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10.00

I, DEBRA ANN MICHAEL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WOODIE D. SMITH AND YVONNE 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 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 5th day of May 19 78



Debra Ann Michael
Notary Public

1000 E

BOX No. _____

SECOND MORTGAGE

Trust Deed

TO _____



24439959

GEORGE E. COLE
LEGAL FORMS

RECORDING DOCUMENT