

UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

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THIS INSTRUMENT, WITNESSETH, that John F. Smith and Lorraine M. Smith  
Married to each other  
(hereinafter called the Grantor), of 501 Brynhaven, Elk Grove Village, IL 68007  
(No. and Street) (City) (State)

for and in consideration of the sum of Five Thousand and Six and 52/100 dollars,  
in hand paid, CORVEY AND WARRANT to Chicago Title and Trust  
of 111 W. Washington Str. Chicago IL (State)  
(No. and Street) (City) (State)  
and to his successors in trust herein, 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 Village  
of Elk Grove County of Cook and State of Illinois, to-wit:

Lot 283 in Elk Grove Village, Section 1 North being a subdivision  
in the South East 1/4 of Section 21, Township 41 North, Range 11 East  
of the third principal meridian according to the plat thereof  
recorded January 21, 1957 as document No 16896228 and filed in the  
Office of Registrar of Tilted in Cook County, IL on January 21,  
1957 as document LR 1718827 in Cook County, IL.

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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 Grantor John F. Smith and Lorraine M. Smith Married to each other  
justly indebted upon Installment principal promissory note bearing even date herewith, payable  
to the order of the Bank of Elk Grove the principal sum of  
Four Thousand Dollars and 00.100 in monthly installment of One hundred  
and Thirty-Nine Dollars and 07/100 Beginning on May 15, 1979 and  
on the 15th of each month thereafter to and including the 15th day of  
May 15, 1982 with a final payment of the balance due on April 15, 1982  
with interest on the principal balance from time to time unpaid at the  
rate of 12.83%.

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 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 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 lost 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 left and remain with the said Mortgagee or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-  
brances, 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 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, the interest on 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 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 proceedings, 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 John F. Smith and Lorraine M. Smith County of the grantee, or of his resignation,  
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation,  
refusal or failure to act, the Trustee 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 seal of the Grantor this Sixth day of April, 19 79

John F. Smith (SEAL)  
Lorraine M. Smith (SEAL)

This instrument was prepared by Beesy Cnota, Bank of Elk Grove  
100 E. Higgins Rd., Elk Grove Village, IL 68007

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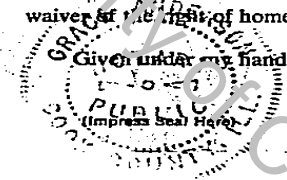
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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, Grace Anderson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Smith and Lorraine M. Smith Married to each other

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 2<sup>nd</sup> day of April, 1977.

Grace Anderson  
Notary Public

My Commission Expires March 19, 1983

Identification No. 041602  
CHICAGO TITLE AND TRUST COMPANY, Trustee  
By John Grawis  
Assistant Secretary

BOX N  
**BOX 533**

SECOND MORTGAGE  
**Trust Deed**

TO

**END OF RECORDED DOCUMENT**