

UNOFFICIAL COPY

Property of Cook County

LAST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25597901

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Robert J Smithy and Donna L Smithy his wife

hereinafter called the Grantor), of 4617 Cracow Lyons Illinois 60534
(No. and Street) (City) (State)

for and in consideration of the sum of Eleven thousand nine hundred seventy four & 62/100
Dollars

in hand paid, CONVEYS AND WARRANTS to Lyons Savings & Loan Association
450 West 55th Street Countryside, Illinois 60525
(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,
everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Lyons County of Cook and State of Illinois, to wit:

Lot 105 in Owners Subdivision of that part of the East 40 acres of the South 80 acres of the Southwest $\frac{1}{4}$ of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, lying South of the North 163 feet and North of the South 153.9 feet and West of a line 50 feet West of and parallel with the center line of a prolongation thereof Hinsdale Avenue (now known as First Avenue) in Cook County, Illinois. Also the South 80 feet of the North 163 feet of the West 139 feet of the East 40 acres of the South 80 acres of Southwest $\frac{1}{4}$ of Section 2, Township 39 North, Range 12, East of the Third Principal Meridian. Also the West 33 feet of the South 153.9 feet (except the South 33 feet thereof) of the East 40 acres of the South 80 acres of the Southwest $\frac{1}{4}$ of Section 2, in Township 38 North, Range 12, East of the Third Principal Meridian, and West of a line 50 feet West of and parallel with the center line of First Avenue in Cook County Illinois. Also Lots 8 to 12 inclusive and 17 to 21 inclusive, in H. O. Stone's 8th Addition to Lyons, being a Subdivision of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on February 27, 1956, as Document Number 1653227.

25597901

Office

UNOFFICIAL COPY

25597901

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 Robert J Smithy and Donna L Smithy his wife justly indebted upon Installment Note principal promissory note bearing even date herewith, payable in 119 installments of 99.78 and a final installment of 100.80.

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 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 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 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 the 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 hereby.

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 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 foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of proceeding 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 a 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 rights 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 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: Robert J Smithy and Donna L Smithy 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 Chicago Title Insurance Co. 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 hands and seals of the Grantors, this 22nd day of August, 1980.

Robert J Smithy (SEAL)
Donna L Smithy (SEAL)

This instrument was prepared by Barbara Miller Attorney At Law 450 West 55th Street (NAME AND ADDRESS) Countryside, Illinois 60525

UNOFFICIAL COPY

SEP 25 AM 9 27

STATE OF Illinois
COUNTY OF DuPage

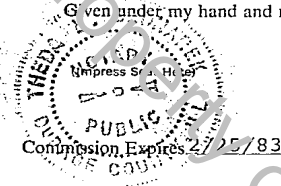
ss.

I, Theda L. Bednarek SEP-25-80 3 5 2 1 9 6 25597901 11.15
a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that Robert J Smithy and Donna L Smithy
his wife

personally known to me to be the same person_s whose name_s 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 22nd day of August, 1980.



Theda L. Bednarek
Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

BOX No.

SECOND MORTGAGE
Trust Deed

TO



Return to:

Lyons Savings & Loan Association
450 West 55th Street
Countryside, Illinois 60525
HI 641-7

25597901

GEORGE E. COLE
LEGAL FOR

END OF RECORDED DOCUMENT