

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 NW

25872854

**This Indenture, WITNESSETH,** That the Grantor Leslie Smith and Gladys Smith  
( His Wife) and O.C. Smith

of the City of Chicago County of COOK and State of ILLINOIS  
for and in consideration of the sum of Two Thousand Nine Hundred & Twenty Three \$ 2,923.00  
in hand paid, **CONVEY AND WARRANT** to Madison Bank & Trust Company  
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 appa-  
ratus 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:

Lot 14 in William F. Higgins' subdivision of Lot 90 in School  
Trustees' subdivision of the North part of Section 16, Township  
39 North, Range 13, East of the Third 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 Leslie Smith and Gladys Smith ( His Wife) & O.C. Smith  
justly indebted upon their principal promissory note bearing even date herewith, payable

36 monthly installments of \$ 81.21

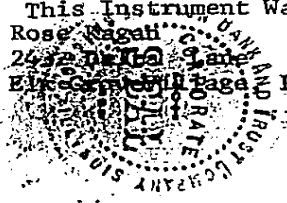
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THE GRANTOR... covenant and agree... as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or  
according to any agreement extending time of payment; (2) to pay prior to the first day of June in each 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 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 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 to so 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... agree... 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... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree... 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 and 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... County of the grantee, or of his refusal or failure to act, then  
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 his 27th day of April A. D. 19 81

This Instrument Was Prepared By O.C. Smith (SEAL)  
Rose Kagan (SEAL)  
2432 North State  
Chicago, Illinois  
Elizabeth Kagan (SEAL)  
Gladys Smith (SEAL)



UNOFFICIAL COPY

State of Illinois  
County of Cook ss.

I, Rose Kagan

a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leslie Smith and Gladys Smith (His Wife) And O.C. Smith

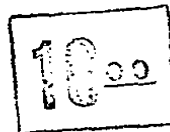
personally known to me to be the same person whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this 27th  
day of April A. D. 19 81

Rose Kagan  
Notary Public.

1981 MAY 15 PM 2 32

MAY-15-81 4 5 1 1 4 25872854 10.00



Box No. 131  
SECOND MORTGAGE  
**Trust Deed**  
Leslie Smith  
Gladys Smith  
O.C. Smith TO

MADISON BANK & TRUST CO.  
400 WEST MADISON STREET  
CHICAGO, ILLINOIS 60606

25872854

Form 223-TD

END OF RECORDED DOCUMENT