

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

26987515

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Fred Smith and Nannie Smith, his wife

(hereinafter called the Grantor), of 518 South California Ave., Chicago, Illinois

for and in consideration of the sum of One thousand one hundred thirty-eight and 50/100 Dollars in hand paid, CONVEY AND WARRANT to Frank M. Spatz of 5061 N. Lincoln Avenue Chicago 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, 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 Chicago County of Cook and State of Illinois, to-wit:

Lot 15 in James U. Borden's Subdivision of Block 6 and Lots 1 to 24 in Block 1 in Reed's Subdivision of the East three quarters of the South quarter of the North West quarter of Section 13, 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 S Fred Smith and Nannie Smith, his wife justly indebted upon their principal promissory note bearing even date herewith, payable

in 18 consecutive monthly installments of \$63.25 each, except the final installment which shall be the balance due on this note, commencing on the 14th day of February, 1984 and on the same date of each month thereafter until paid in full, with the highest lawful rate on principal after maturing of entire balance as herein provided, and with authorized "late charges" (5¢ per \$1, maximum \$5) payable on any installment more than 10 days in arrears. Upon nonpayment of an installment on the date due, the holder may, at its option, without notice, declare all remaining installments due and payable. Demand, presentment, protest and notice of dishonor are hereby waived.

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, whose 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 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 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, 30 days 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 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 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 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 without 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 holder is: Fred Smith and Nannie 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, the Robert Lee Spatz of said County is hereby appointed to be first successor in the 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 29th day of December, 1983

Fred Smith (SEAL)  
Nannie Smith (SEAL)

This instrument was prepared by Robert Lee Spatz, 5065 N. Lincoln Ave., Chicago, Ill  
(NAME AND ADDRESS)

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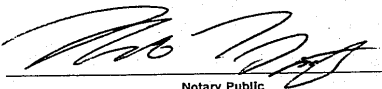
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STATE OF Illinois  
COUNTY OF Cook } ss.

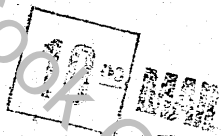
I, Robert Lee Spatz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fred Smith and Nannie Smith are

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 29th day of December, 1983.

(Impress Seal Here)   
Notary Public

Commission Expires 9/26/86



29 FEB 84 1:42

26 987 515

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

**MAIL TO**  
Fred Smith and Nannie Smith  
his wife TO  
Frank M. Spatz

Return to:  
LINCOLN INVESTMENT CORPORATION  
5061 North Lincoln Avenue  
Chicago, Illinois 60625

GEORGE E. COLE®  
LEGAL FORMS

**END OF RECORDED DOCUMENT**