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GEORGE E. COLE  
LEGAL FORMS

FORM NO 2202  
April, 1980

## TRUST DEED SECOND MORTGAGE (ILLINOIS)

65030785 052768

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, that Keith Smith and Judith M. Smith, his wife,

(hereinafter called the Grantor), of 2706 Rohlwing Road Rolling Meadows, IL 60008

for and in consideration of the sum of Twelve Thousand and No/100 Dollars (\$12,000.00)

in hand paid, CONVEY AND WARRANT to Meadows Credit Union, an IL corp. incorp. under the IL Credit Union Act 1801-A Hicks Rd., Rolling Meadows, IL 60008

12.00

Above Space For Recorder's Use Only

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

Lot 1353 in Rolling Meadows Unit Number 7, being a subdivision in the South 1/2 of Sections 25 and 26 and in the North 1/2 of Sections 35 and 36, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois. (c/k/a 2706 Rohlwing Road, Rolling Meadows, IL 60008; PIN: 02-26-418-014-0000)

Hereby releasing and conveying 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.

WITNESSETH, The Grantor is hereby indebted upon a second mortgage principal promise to pay to Meadows Credit Union in the principal amount of \$12,000.00, payable in 84 installments of \$213.30, bearing interest at the rate of 13% per annum, as per the tenor of the said Installment Note, subject to a call provision contained in the attached Rider.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, 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 repair all buildings or improvements on said premises that may have been destroyed or damaged, (4) that waste in 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 hereinafter herein, authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached, payable to the first Trustee of Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in full force and effect 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 13% percent 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 when so due, thereon from time of such breach at 13% percent per annum, shall be recoverable by the 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 documenting evidence, stenographer's charges, cost of procuring or compiling 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 the 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 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 of and charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is Keith Smith and Judith 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

Chicago Title & Trust Company of said County is hereby appointed to be first successor in this trust; and if for any reason 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 of 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.

This trust deed is subject to the first mortgage of First Federal of Chicago

Witness the hand and seal of the Grantor this 30th day of May, 1985

Please print or type name(s) below signature(s)

Keith M. Smith (SEAL)  
Keith, Smith

Judith M. Smith (SEAL)  
Judith, Smith

Mail To: Joel Goldman, Esq., 2 Crossroads of Commerce, Suite 560, Rolling Meadows, Illinois 60008  
This instrument was prepared by Joel Goldman, Esq., 2 Crossroads of Commerce, Suite 560, Rolling Meadows, Illinois 60008

RECORDERS-65X 333

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BOOK NO.

SECOND MORTGAGE  
Trust Deed

KEITH SMITH

and

JUDITH SMITH  
TRUSTEES

MEADOWS CREDIT UNION

891 250 58  
85 052 768

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office

BY: *Joel Goldman*  
Meadows Credit Union, Trustee  
Identification No. 4349

Commission Expires: 2-2-88

(Impress Seal Here)

Notary Public

*Joel Goldman*

Given under my hand and official seal this 30th day of May 19 85.

waver of the right of homestead.

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

I, Joel Goldman a Notary Public in and for said County, in the State of Illinois, do HEREBY CERTIFY that Keith and Judith Smith, his wife

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

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RIDER ATTACHED TO ~~INSTALLMENT NOTE~~  
TRUST DEED AND MADE A PART HEREOF  
TO THAT CERTAIN NOTE DATED May 30, 1985  
MEADOWS CREDIT UNION, AS MORTGAGEES  
("TRUSTEE"), AND Keith Smith and  
Judith Smith, his wife  
AS MORTGAGORS ("GRANTORS").

Notwithstanding anything to the contrary contained herein, the Mortgagor ("Grantor") does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether equitable or legal, and whether possessory or otherwise in the mortgaged premises to any third party, including, but not limited to, conveyance by deed or assignment of beneficial interest or Articles of Agreement for Deed or Installment Contract for Deed, so long as the debt secured hereby subsists, and further that in the event of any such transfer by the Mortgagor ("Grantor"), the Mortgagee ("Trustee") may, in its sole discretion, and without notice to the Mortgagor ("Grantor"), declare the whole of the debt hereby secured immediately due and payable, and may avail itself of all rights and remedies, without necessity of election, provided to Mortgagee ("Trustee") under this certain Trust Deed and Installment Note.

Notwithstanding anything contained herein and to the extent fully allowed by law, the holder of the Note, MEADOWS CREDIT UNION, shall have the option at the end of the third, sixth and ninth years of the term of this loan, which dates shall coincide with the third, sixth ~~anniversary~~ anniversary dates of the execution of the Indenture for Trust Deed and Installment Note, to demand payment in full of the principal of that Note then due, and all accrued and earned interest on that date. Notice shall be given to Mortgagor ("Grantor") as provided elsewhere in the Installment Note or Indenture for Trust Deed Second Mortgage. All other notices are herein waived.

Grantors may prepay principal balance secured herein (undersigned obligors may prepay the principal balance of this Note) at any time without penalty.

Keith M. Smith  
Keith Smith

Judith M. Smith  
Judith Smith

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