

# UNOFFICIAL COPY

THIS DOCUMENT PREPARED BY: BETTY D. SELL, 4000 W. NORTH AVE., CHICAGO

85180001

27-35408 B108

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor Rufus Smith and Carolyn Smith,  
his wife

Property Address: 2011 S. 13th Ave.  
of the City of Maywood County of Cook and State of Illinois

for and in consideration of the sum of Nine thousand eight hundred seventy-three and Dollars  
in hand paid, CONVEY AND WARRANT to R.D. McGLYNN, Trustee 60/100

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 apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the City of Maywood County of Cook and State of Illinois, to-wit:

\*\*Lot 286 (except the South 13 1/3 feet thereof) and the South 6 2/3  
feet of lot 287 in Cummings and Foreman Real Estate Corporation  
Harrison Street and 9th Avenue Subdivision in the South East 1/4 of  
Section 15, Township 39 North, Range 12, East of the Third Principal  
Meridian according to the Plat Recorded February 9, 1924, as Document  
8278599 in Cook County, Illinois.\*\*  
P.R.E.I. #15-15-420-005 MC

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 Rufus Smith and Carolyn Smith, his wife

justly indebted upon one principal promissory note, bearing even date herewith, payable

payable in 60 successive monthly installments each of \$184.56 due  
on the note commencing on the 19th day of Oct. 1985, and on the same date of  
each month thereafter, until paid, with interest after maturity at the highest  
lawful rate.

This 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 extend mortgage therefor; (3) to keep all buildings now or at any time on said premises insured in compliance with the policy selected by the grantor herein, to be in force as long as the premises shall remain in compliance with the policy selected by the grantor herein, 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. 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 of the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any 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 accrued 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 compliance in connection with the herebefore herein... including reasonable collection fees, delays for documentary evidence, attorney's charges, cost of procuring or completing abstract showing the whole title of said premises, and of extending time to pay 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 paid in cash and included in any decree that may be rendered in such foreclosure proceedings, which proceedings, whether decree of sale or not, shall not be commenced, nor a return hereof given, until all such expenses and disbursements, and the costs of suit, including collector's fees have been paid. The grantor... do hereby grant, sell, and convey, execute, administer and assign of said grantor... waive... all right to the possession of, and income from, said premises pending such foreclosure proceedings, and give... 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 to or holder of said 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.

In the event of the death, removal or absence from said Cook County of the grantor, or of his refusal or failure to act, then

Joan J. Behrendt of said County is hereby appointed to be first receiver in this trust, and if for any like cause said first receiver 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 receiver in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successors in trust, shall release said premises to the party entitled, on receiving the reasonable charges.

Witness the hand... and seal... of the grantor... this 4th day of September A. D. 19 85

x Rufus Smith (SEAL)  
x Carolyn M. Smith (SEAL)  
(SEAL)  
(SEAL)

Box 22

85180001

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State of Illinois  
County of Cook } 55.

I, Wanda Wienke

a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Rufus Smith and Carolyn Smith, his wife

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

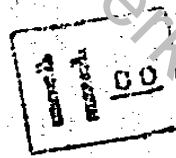
Given under my hand and Notarial Seal, this 9<sup>th</sup> day of July, A. D. 1985

Wanda Wienke  
Notary Public

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 1443 09/09/85 10:49:00  
#6896 # A \*-85-180001

55180001



Doc No. 27  
SECOND MORTGAGE

**Trust deed**

TO  
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

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