

85208141

TRUST DEED - SECOND MORTGAGE - ILLINOIS

85208141

This Indenture, WITNESSETH, That the Grantor MERILYN SMITH and ARRIX SMITH

of the City of Chicago County of Cook and State of Illinois for and in consideration of the sum of Fourteen thousand two hundred seventy and 76/100 Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee 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

City Chicago County of Cook and State of Illinois, to-wit: Lot 38 in Block 94 in Washington Heights being a Resubdivision of Lots 1 and 2 in Block 13, all of Block 14, Lots 7 to 63, both inclusive, in Block 20 Lots 1 to 3 in Block 21 and all of Blocks 24, 25, 28 and 29 all in Sections 18 and 19, also a Subdivision of the West 1/2 of the Northwest 1/4 of Section 20 and that portion of the East 1/2 of the Southwest 1/4 of Section 19, East of Prospect Avenue, all in Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 11341 South Longwood, Chicago, Illinois.

Permanent Tax No. 25-19-114-008-0000

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 MERILYN SMITH and ARRIX SMITH

justly indebted upon their one principal promisory note bearing even date herewith, payable DAVENPORT CONSTRUCTION Co. and assigned to Northwest National Bank for the sum of Fourteen thousand two hundred seventy and 76/100 dollars (\$14,270.76) payable in 84 successive monthly instalments each of 169.89 due on the note commencing on the 4th day of Nov. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

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 each month, at least and in any event not less than, the amount of any such interest and principal due, and to demand to exhibit receipts therefor, 3. That within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises, if any have been destroyed or damaged, 4. That waste to said premises shall not be committed or suffered, 5. To keep all buildings to be or at any time on said premises insured in the manner to be directed by the grantor herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with the cost of such insurance payable first in the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be kept and remain with the said Trustee until the indebtedness is fully paid, 6. To pay all prior encumbrances, and the interest thereon, at the time or times when the same shall become due and payable, 7. In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or 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, and the interest thereon from time to time, and all money so paid, the grantor agree to repay immediately without demand and with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby, 8. In the event of a breach of any of the foregoing covenants or agreements the whole of said indebtedness, including principal and all accrued interest at all, 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 law hereon, or by sale at law, or both, the same as if all of said indebtedness had then matured by express terms, 9. In addition by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with this cause heretofore including reasonable attorneys fees and law for documentary evidence, abstracts, charges, and of pursuing or completing abstract showing the whole title as well as any other necessary heretofore done shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding where the grantor 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, whether decree of sale shall have been entered or not, shall not be deemed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The grantor for and on behalf of her, her heirs, executors, administrators and assigns of said 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 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 coming under 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

Thomas S. Larsen 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 named shall then be the acting holder of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantor or his successor in trust, shall release said premises in the sum of one cent, on receiving the reasonable charges.

Witness the hand and seal of the grantor this 20th day of September, A. D. 19 85

Marilyn Smith (SEAL) Arrix Smith (SEAL)

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UNOFFICIAL COPY

State of Illinois
County of Cook } 55.

I, Marvin Riefeld
a Notary Public in and for said County, in the State aforesaid, do hereby certify that MERILYN SMITH and ARRIX SMITH

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

Witness my hand and Notarial Seal, this 20th
day of September, A. D. 1985.

Marvin Riefeld
Notary Public



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DEPT-01 RECORDING 111:00
T01111 TRAM 6363 09/27/85 09:39:00
#429 #A *-85-208141

Property of Cook County Clerk's Office

Rev. No. 346
SECOND MORTGAGE
Trust Deed
MERILYN SMITH and
ARRIX SMITH
TO
JOSEPH DEZONNA, Trustee
THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki
Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641