

**UNOFFICIAL COPY**

THIS INDENTURE, WITNESSETH, That Samuel W. Smith and wife Annie L. (J)

(hereinafter called the Grantor), of 1444 N. Monitor Chicago Illinois  
(No. and Street) (City) (State)

for and in consideration of the sum of Eleven and 00/100----- Dollars  
in hand paid, CONVEY AND WARRANT to Merchandise National Bank of Chicago  
of Merchandise Mart Chicago Illinois  
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-  
lowing 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 5 in Block 2 in Wassei Bramberg and Company's North  
Avenue Home Addition to Austin, being a Subdivision of the  
North half of the West half of the East half of the West  
half of the North East quarter of Section 5, Township 39  
North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois.

Real Estate Index: 16-05-210-023

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 Samuel W. Smith and wife Annie L. (J)  
justly indebted upon a principal promissory note bearing even date herewith, payable

To Merchandise National Bank of Chicago in 59 equal monthly  
installments of \$407.02, with the last payment undetermined.  
The First installment due November 16, 1985. Net proceeds  
of \$17,492.66 at an annual percentage rate of 14% estimated.

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 grantor  
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, secondarily to the Trustee herein as their interests may appear, which  
policies shall be left and remain with the said Mortgagee or Trustee until the said 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 and 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 fore-  
closure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-  
pleting 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 other 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 dec-  
ree 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 with-  
out 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 owner is: Samuel W. Smith and Annie L. Smith (J)  
Cook County of the grantee, or of his resignation,

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation,  
refusal or failure to act as such, the person who shall then be the acting Recorder  
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 this 23rd day of August, 19 85.

Samuel Smith (SEAL)  
Annie Smith (SEAL)

This instrument was prepared by Marion J. Agner, Merchandise National Bank of Chicago  
Merchandise Mart  
Chicago, Illinois 60651

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STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, N.A. Zahraoui, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel W. Smith personally known to me to be the same person whose name Smith 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

27th day of August, 1955.

(Impress Seal Here)

N.A. Zahraoui  
Notary Public

Commission Expires 10-23-55

BOX 422

Box No.

## SECOND MORTGAGE Trust Deed

Samuel W. Smith and  
Arnie L. Smith (Jr)  
1444 North Monitor  
Chicago, Illinois 60651

TO

Merchandise National Bank  
of Chicago  
Merchandise Mart  
Chicago, Illinois 60654