

2nd Mortgage
TRUST DEED

UNOFFICIAL COPY

36-48693

This Indenture, WITNESSETH, That the Grantor 86301678

McCurley Smith and Wife Claudia M., as joint tenants

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of One thousand Nine Hundred One & 04/100 Dollars
in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA, 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 appa-
ratus 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 10 in Block 2 in Teninga Brothers and Company's 6th
Bellevue Addition to Roesland, being a Subdivision of Lots
36 and 37 (except the West 174 feet thereof) in School Trustees'
Subdivision of Section 16, Township 37 North, Range 14

Permanent Tax No. 25-16-302-010 **MIC**
Commonly Known As: 10723 South Union, Chicago

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 McCurley Smith and Wife Claudia M., as joint tenants
justly indebted upon one principal promissory note bearing even date herewith, payable
Lake View Trust and Savings Bank assigned from 10/21/54

payable in 12 successive months in the sum of \$158.42 ie. MONTHLY
on the note commencing on the 14 day of July 1954 and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

THIS IS A JUDICIAL COPY

RECORDED
INDEXED
JUN 28 1954
DEPT. OF RECORDING

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 June 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 on 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;
which policies shall be left and remain with the said Mortgagee or Trustee 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 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 lien 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 seven per cent. per annum, shall be so 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 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 complainant in connection with the foreclosure here-
of including reasonable solicitor's fees, outlays 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 pro-
ceeding 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 a release hereof given, until all such expenses
and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators
and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree 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
claiming 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 grantee, or of his refusal or failure to act, then

Thomas F. Bussey 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 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 hand and seal of the grantor this 30 day of June A. D. 1954

McCurley Smith (SEAL)
Claudia M. Smith (SEAL)

86301678

RECORDED
INDEXED
JUN 28 1954
DEPT. OF RECORDING

86301678

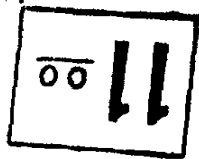
UNOFFICIAL COPY

Box No.

Handwritten signature

Trust Deed

McCurley and Claudia M. Smith
10723 South Union
Chicago, Illinois 60628



TO

GERALD E. SKORA Trustee
Lake View Trust and Savings Bank
3201 N. Ashland Ave.
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:

Norman R. Saenger

Norm's Heating & Air Conditioning, Inc.
1918 Main Street
Melrose Park, Illinois 60160
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/525-2180

88301658

86301678

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.00
T#4444 TRAN 0202 07/17/86 15:44:00
#5700 # D * 86-301678
COOK COUNTY RECORDER

Adelle Angarola
Notary Public
My Commission Expires April 12, 1990

I, Adelle Angarola
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
McCurley Smith and wife Claudia, as joint tenants
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 5th day of June A.D. 1986

86301678

State of Illinois }
County of Cook }