

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That **Thomas E. Smith, Sr. and Ann Smith, his wife (J)**

(hereinafter called the Grantor), of

5550 So. Princeton Chicago, Illinois

for and in consideration of the sum of **Ten and 00/100** Dollars

-88-521183

in hand paid, CONVEY AND WARRANT

Merchandise National Bank of Chicago.

of **Merchandise Mart Chicago, Illinois 60654**

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:

The S. 25 feet of Lot 3 in Block 3 in Margaret Johnston's Subdivision of Lot 27 in School Trustees' Subdivision of Lot 27 in School Trustees' Subdivision of Section 16, Township 38 N., Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number: **20-16-201-057**

Address(es) of premises: **5550 S. Princeton Chicago, Illinois**

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted up to **10,000.00** to **Merchandise National Bank of Chicago** by **Installment Contract** bearing even date herewith, payable

To **Hallmark Builders, Inc.** and assigned to **Merchandise National Bank of Chicago** in **60** monthly installments of **\$375.86**, with the first installment due **November 24, 1988**. Net proceeds of **\$13,000.00** at an annual percentage rate of **14.50%**.

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, with 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; (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 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 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 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 **14.50** 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 with interest thereon from time of such breach at **14.50** percent 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 foreclosure hereof, including reasonable attorney's fees, outlays for document preparation, 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 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 on said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether a decree of sale shall have been entered or not, shall not be dismissed, nor shall hereof given, until all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid. The Grantor for the Grantor, his 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 person 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: **Thomas E. Smith, Sr. and Ann Smith, his wife (J)**

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

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 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

Witness the hand and seal of the Grantor this **26th** day of **July**, **1988**

Ann Smith (SEAL)

Thomas E. Smith (SEAL)

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

This instrument was prepared by **Merchandise National Bank of Chicago**
Merchandise Mart
Chicago, Illinois 60654

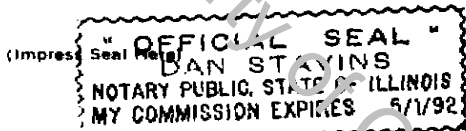
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STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Dan Stavins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas E. Smith, Sr. and Ann Smith, his wife (J)

personally known to me to be the same person^s whose name^s are subscribed to the fore-going 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 official seal this 26th day of July, 19 88.



Dan Stavins
Notary Public

Commission Expires

-88-521183

RECORDED \$10.00
INDEXED \$2.00
TOTAL \$12.00
1 183

BOX No. 507 422

SECOND MORTGAGE Trust Deed

Thomas E. Smith, Sr. and
Ann Smith, his wife (J)

5550 S. Princeton
Chicago, Illinois

TO

Merchandise National Bank of Chicago

Merchandise Mart
Chicago, Illinois 60654

88521183

BOX 422

PROPERTY OF Cook County Clerk's Office