

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

90425419

THIS INDENTURE WITNESSETH, That
WILLIE M. SMITH & MAERETHA SMITH
(hereinafter called the Grantors), of
3756 W. CERMAK CHICAGO, ILLINOIS 60623
for and in consideration of the sum of THREE THOUSAND
FIVE HUNDRED AND SIXTY FOUR 00/100 Dollars
in hand paid, CONVEY \$ AND WARRANT \$ to
Madison National Bank
of 9190 W. Golf Rd., Des Plaines, IL 60016
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, 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:

DEPT-01 RECORDING \$13.00
T08888 TRAN 0116 08/31/90 11:48:00
85544 # H * -90-425419
COOK COUNTY RECORDER

LOT 2 IN THE RESUBDIVISION OF LOTS 16, 17, 18, 19, 20, 21, 22, 23,
24, AND 25 IN THE RESUBDIVISION OF BLOCK 4 IN MILLARD AND
DOCKERS ADDITION TO CHICAGO IN SECTION 23 TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,
ILLINOIS, P. I. N. # 16-23-324-016

COMMONLY KNOWN AS 3756 W. CERMAK, CHICAGO, ILLINOIS 60623

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

IN 48 MONTHLY INSTALLMENTS OF \$104.30 UNTIL PAID IN FULL.

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THE GRANTOR HEREBY WARRANTS AND AGREES TO PAY SAID INDEBTEDNESS AND THE INTEREST THEREON AS SET FORTH AND PROVIDED
HEREIN AND ACCORDING TO ANY AGREEMENTS GOVERNING THE PAYMENT THEREOF, AND TO PAY WHEN DUE ALL TAXES AND ASSESSMENTS AGAINST SAID PREMISES, AND TO
DEMAND A REPAIR HEREON. Within sixty days after destruction or damage to the premises shall not be committed or suffered, (5) to procure and maintain on said
premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed or suffered, (5) to procure and maintain on said
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 of 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, (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 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 by the Grantor agrees to repay immediately
without demand, and the same with interest thereon from the date of payment at 17.0 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 the 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 17.0 per cent per annum, shall be recoverable by foreclosure thereof by suit at law, or both, the same as if the 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 documentary evidence, a notary'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, as assessed by any
suit or proceeding wherein the grantee or any holder of any part of the 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 or 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, shall give up 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 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 Willie M. Smith & Maeretha Smith
Cook

IN THE EVENT of the death or removal from said
Madison National Bank
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 28TH day of JUNE 1990

13.00

Willie M. Smith (SEAL)

Maeretha Smith (SEAL)

Please print or type names of
below signatory(ies)

This instrument was prepared by Madison National Bank 9190 W. Golf Rd Des Plaines, IL 60016
(NAME AND ADDRESS)

90425419

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

ss.

I, SHELLY BERKOWITZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIE H. SMITH & MAETHA SMITH

personally known to me to be the same person(s) whose name(s) 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 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 28TH day of JUNE, 1990.



Shelly Berkowitz
Notary Public

Commission Expires _____

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Property of Cook County Clerk's Office

BOX No.	SECOND MORTGAGE	TO	MAIL TO
	Trust Deed		Madison National Bank
			9190 GOLF ROAD
			85th PLAZA, CHICAGO, ILLINOIS 60618
			(773) 293-2500