

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

91068493

THIS INDENTURE WITNESSETH that Charles P. Smith Jr.
and Dawn K. Smith, his wife

hereinafter called the Grantor), of
16640 Fulton, Tinley Park, IL 60477

for and in consideration of the sum of Ten Thousand and 00/100
only ----- Dollars

in hand paid CONVEY AND WARRANT S to
Tinley Park Bank
of 16255 S. Harlem Tinley Park, IL 60477

DEPT-01 RECORDING \$13.00
#8888 TRAC 8190 02.13/91 15 24 00
#7639 #H * -21 -068493
COOK COUNTY RECORDER

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 Lot 4 in Block 16 in William C. Grobe's Kimberly Heights second addition to Tinley Park a subdivision of the East 1/2 of the south west 1/4 of section 20, Township 36 North, Range 13 East of the Third Principal meridian (except the West 17 1/2 rods of the south 40 rods thereof) and (except the southerly portion thereof deeded for highway purposes) for 167th Street according to the plat

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois thereof recorded July 10, 1956 as document number 16634476 in Cook County, Illinois

Permanent Real Estate Index Number: 28-20-314-010
Address(es) of premises: 16640 Fulton, Tinley Park, IL 60477

IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable in 36 monthly installments of \$222.63 beginning March 6, 1991 and due monthly until paid in full with any and all renewals and or extensions thereafter

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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 replace 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 grantor herein, which 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, their interests may appear, which policies shall be left and remain with the said mortgage 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, the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment of 16.00 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 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 13.00 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same. 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 and evidence, stenographer's charges, cost of procuring or causing 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 in addition hereunto, and 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 shall the 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, and for the heirs, executor, 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 Charles P. Smith Jr. and Dawn K. Smith, his wife

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 Recorder of Deeds 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 S and seal S of the Grantor this 30th day of January, 1991

Please print (or type) names of below signature(s)

Charles P. Smith Jr. (SEAL)

Dawn K. Smith (SEAL)

This instrument was prepared by Tinley Park Bank S. Jarema 16255 S. Harlem Tinley Park, IL 60477 (NAME AND ADDRESS)

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UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles P. Smith Jr. and Dawn K. Smith, his wife

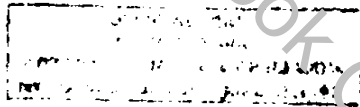
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal this 30 day of January, 19 91.

(Impress Seal Here)

Mary O'Meara
Notary Public

Commission Expires



521065-19

BOX No.

SECOND MORTGAGE
Trust Deed

TO

WINLEY TRUST COMPANY
1625 N. LAUREL ST.
WINLEY TRUST COMPANY

GEORGE E. COLE
LEGAL FORMS