

21-316 332

TRUST DEED—SECOND MORTGAGE

This Indenture, WITNESSETH, that the Grantor JOHN STANKO JR. and ERMA L. STANKO, HIS WIFE of the Town of South Holland County of Cook and State of Illinois for and in consideration of the sum of Four Thousand Eight Hundred Ninety Dollars and no/100 Dollars in hand paid, CONVEY AND WARRANT to First National Bank of Lansing, A National Banking Association organized and existing under the laws of the United States of America, of the Town of S. Holland County of Cook and State of Illinois 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 apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Town of S. Holland County of Cook State of Illinois to wit: Lot 69 in Willowbrook Estates, being a subdivision of part of the South East quarter of the North West quarter of Section 22, Township 36 North, 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 and, all without any relief from valuation or appraisement laws of the State of Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS The Grantor JOHN STANKO JR. and ERMA L. STANKO, HIS WIFE.

Justly indebted upon their principal promissory note, bearing 8 1/2% interest with, payable to order of First National Bank of Lansing, Lansing, Illinois, as follows: Eighty One Dollars and 50/100 Dollars on the 10th day of December 1970, and Eighty One Dollars & 50/100 Dollars on the 10th day of each month thereafter for the succeeding 58 months and a final payment of Eighty One Dollars and 50/100 on the 10th day of November 1975.

THE GRANTORS 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 no liens or claims shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured for 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, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees 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 the title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantors agree to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven 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 grantors that all expense and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof-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 grantors; 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 grantors. All such expenses and disbursements shall be an additional lien upon said premises, shall be treated as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether foreclosed or not, 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 Grantors, for said grantors and for the heirs, executors, administrators and assigns of said grantors, 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 grantors, or to any party claiming under said grantors, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises. It is further expressly understood and agreed between the parties hereto, that the laws of the State of Illinois regarding notes and mortgages will be controlling in the event of any litigation, even though property mortgaged may be situated outside the territorial limits of the State of Illinois.

Witness the hand and seal of the grantors at Lansing, Illinois this 3rd day of Nov. A.D. 1970

State of Illinois SS. County of Cook (SEAL)

I, Barbara Rogers, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Stanko Jr. and Erma L. Stanko, his wife personally known to me to be the same person 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 3rd day of November A.D. 1970. Barbara Rogers Notary Public

21 316 332

UNOFFICIAL COPY

Edley: Wilson

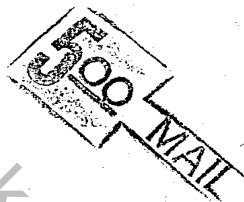
NOV 12 1970 NOV 12 4 15 P M 21316332 - A - Rec

510

Nov 12/70 4.15 P.M

Property of Cook County Clerk's Office

FIRST NATIONAL BANK OF CHICAGO
3300 RIVER ROAD
LAUREL MOUNTAIN, GA 30130



21316332

END OF RECORDED DOCUMENT