

TRUST DEED SECOND MORTGAGE FORM (Illinois)

FORM No. 2202 JANUARY, 1968

22 529 893

1021-2910 GEORGE E. COLE, LEGAL FORMS

THIS INDENTURE, WITNESSETH, That DONALD W. STAHNKE AND ADRIANNE F. STAHNKE, his wife, (hereinafter called the Grantor), of the Village of Palatine County of Cook and State of Illinois, for and in consideration of the sum of Nine Thousand One Hundred Forty-Two and 20/100ths Dollars in hand paid, CONVEY AND WARRANT to A. R. Di Benedetto of the Village of Palatine 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, 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 Village of Palatine County of Cook and State of Illinois, to-wit:

Lot 10 (except the West 150 Feet thereof and except the South 11 feet thereof and except the South 15 feet of the West 200 feet thereof) in Block 21 in Arthur T. Mc Intosh and Company's Palatine Estates Unit No.3, being a Subdivision of parts of Sections 26 and 27, Township 42 North, Range 10, East of the Third Principal Meridian, 1. Cook County, Illinois.

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.

Witnesses, The Grantor Donald W. Stahnke and Adrienne F. Stahnke, his wife, justly indebted upon one principal promissory note bearing even date herewith, payable

in 90 successive monthly installments commencing on the 27th day of May, 1974 and on the same date of each month thereafter, all except the last installment to be in the amount of \$101.58 each and said last installment to be the entire unpaid balance of said sum. It is intended that this instrument shall also secure for a period of eight years, any extensions or renewal of said loan and any additional advances up to a total amount of Nine Thousand One Hundred Forty-Two and 20/100ths Dollars *****

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 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 to 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 Trustee or Mortgagee, and then 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 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 seven 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 accrued 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 hereof, or by suit at law, or by 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 the Grantor in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, or 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 suits 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 upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, while proceeding, whether decree of 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 waives all rights 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.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his legal representative, or refusal or failure to act, the said Mayrine Frohne of said County is hereby appointed to be his first successor in this trust, and if for any like cause said first successor fall 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 23 day of October 1974

Donald W. Stahnke (SEAL)
Adrienne F. Stahnke (SEAL)

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UNOFFICIAL COPY

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

Mary E. Edler
1973 OCT 31 AM 9 34

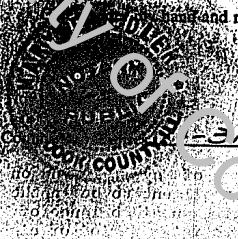
OCT-31-73 707572 • 22529893-A — Rec 5.00

STATE OF Illinois
COUNTY OF Cook } ss.

I, Mary E. Edler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald W. Stahnke and Adrienne F. Stahnke, 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.

and notarial seal this 27th day of October, 1973



Mary E. Edler
Notary Public

225 298 93



MAIL TO
TO

BOX No.
SECOND MORTGAGE
Trust Deed

22529893

GEORGE E. COLES
LEGAL FORMS

END OF RECORDED DOCUMENT