

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS) NO. 202 March, 1968

23 573 727

THIS INDENTURE, WITNESSETH, That the Grantors, Ernest K. Miller Jr. and Susan Miller, his wife of the County of La Grange, County of Cook and State of Illinois for and in consideration of the sum of Ten dollars Dollar in hand paid, CONVEY AND WARRANT to STATE BANK OF COUNTRYSIDE of the City of Countryside, County of Cook and State of Illinois as trustee, 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 County of LaGrange, County of Cook and State of Illinois, to-wit:

The East 242.46 feet of the South 2 acres of the North 10 acres of the North Half of the East Half of the South East Quarter of the North East Quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, (Except that part falling in the South 23.0 feet of the North Half of the East Half of the South East Quarter of the North East Quarter of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian) in Cook County, Illinois.***

This instrument was prepared by George A. Kaminski State Bank of Countryside 6724 Joliet Rd. Countryside, Ill. 60525

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 Grantors are justly indebted upon the principal promissory note bearing even date herewith, payable Three thousand three hundred fourteen and 88/100-- (\$3,314.88) in 18 installments of \$184.16 per month beginning August 15, 1976 and maturing January 15, 1978. The annual percentage rate is 12.86%.

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness and the interest thereon, as herein and in said notes provided, including reasonable attorney's fees, outlays for documentary evidence, stamping power'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 taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale 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 their 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 complaint to foreclose this Trust Deed, the court in which such complaint 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 and charge of said premises with power to collect the rents, issues and profits of the said premises.

IT IS AGREED by the grantors that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with foreclosure hereof--including reasonable solicitor's fees, outlays for documentary evidence, stamping power'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 taxed as costs and included in any decree that may be rendered in such foreclosure proceeding; which proceeding, whether decree of sale 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 their 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 complaint to foreclose this Trust Deed, the court in which such complaint 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 and 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 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 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.

IF THIS TRUST DEED is signed by one person as grantor, it shall be binding upon him and his heirs, executors and administrators, regardless of nouns and verbs importing the plural number.

Witness the hands and seals of the grantors this 17th day of July 1976

Ernest K. Miller, Jr. (SEAL) Susan Miller (SEAL)

THIS TRUST DEED IS SUBJECT TO Collateral installment note #3163-5475983-01 dated July 1, 1976

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UNOFFICIAL COPY

RECORDED BY CLERK
COOK COUNTY ILL. 1976

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JUL-27-76 227951 • 23573727 • A — Rec 10.00

STATE OF Illinois
COUNTY OF DuPage } ss.

I, Alice M. Williams, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ernest K. Miller, Jr. and Susan Miller

personally known to me to be the same person.s. 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 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 1st day of July, 19 76.



Alice M. Williams
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
Commission Expires My Commission Expires July 20, 1977
Issued thru Illinois Notary Assoc.

COOK COUNTY Clerk's Office

23573727

SECOND MORTGAGE
Trust Deed
Ernest K. Miller and
Suzanne Miller (his wife)
TO
STATE BANK OF COUNTRYSIDE
6724 Joliet Road Countryside, IL

Mail to:
STATE BANK OF COUNTRYSIDE
6724 Joliet Road
Countryside, Illinois 60525

