

23 363 9411

This Indenture WITNESSETH, That the Grantors, Frances J. Geske and

John C. Geske of the Town of Mount Prospect

County of Cook and State of Illinois for and in consideration of the sum of

Thirteen Thousand Six Hundred and 00/100 DOLLARS,

In hand paid, Convey and Warrant to William E. Brook, Trustee.

of the Town of Antioch, County of Lake, State of Illinois, and to his successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises and all right to retain the possession of said premises after the breach of any of the covenants herein, situated in the Town of Mt. Prospect, County of Cook and State of Illinois to-wit:

Lot 13 in Block 10 in Randview Highlands, a subdivision of the Northwest quarter of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

THIS IS A JUNIOR MORTGAGE

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State in which said land is situated. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors, Frances J. Geske and John C. Geske justly indebted upon one principal promissory note, bearing even date herewith payable to the order of BEARER This Trust Deed is subject to the tenor and terms of said Trust Deed Note as stated therein.

THE GRANTOR S, covenant and agree as follows: (1) to pay all prior incumbrances and the interest thereon, at the time and place when and where the same shall be or become due and payable; (2) to pay said indebtedness, and the interest thereon, herein and in said notes and coupons provided, or according to any agreement extending time of payment; (3) to pay prior to the time that payments will attach in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (4) within sixty days after the expiration or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (5) the want to said premises shall not be committed or suffered; (6) to keep all buildings at any time on said premises insured against loss by fire and tornado to their full insurable value, 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 claimable, first, to the first trustee, or mortgagee, and second, to the trustee herein, as their several interests may appear, which policy or policies shall be deposited and remain with said trustee or mortgagee until the indebtedness shall be fully paid; (7) to keep the said property tenable and in good repair; and (8) not to suffer any mechanic's or other lien to attach to said premises. In the event of failure to pay prior incumbrances, and the interest thereon, so to insure, to pay taxes or assessments, to keep the property in good repair, or to prevent mechanic's or other liens attaching to said premises, the grantee, or the holder of said indebtedness may pay such prior incumbrance and the interest thereon, may pay insurance premiums, pay such taxes or assessments, or make and pay for such repairs as he may deem necessary to keep the said premises tenable and in good repair; or discharge or purchase any tax lien or title affecting said premises; or compromise, settle and discharge any mechanic's or other lien attaching to said premises, and all moneys so paid, the grantor S, agree to repay immediately without demand, and the same, with interest thereon from the date of payment of such per cent per annum shall be so much additional indebtedness secured hereby.

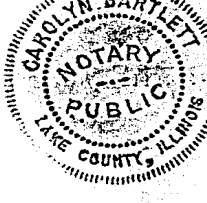
IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable and with interest thereon from time of such breach, at seven per cent per annum shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED that all expenses 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 an abstract of title showing the whole title to said premises embracing foreclosure decree—shall be paid by the grantor; that the like expenses and disbursements, occasioned by any suit or proceeding wherein the trustee, or any holder, or any part of said indebtedness, as such, may be a party, shall also be paid by the grantor; that 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 fees, expenses and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor S, waive all right to the possession of and income from said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agree that upon the filing of any bill to foreclose this Trust Deed, a receiver shall come on for hearing, to take possession and charge of said premises, and collect such income and the same, less receivership expenditures including repairs, insurance premiums, taxes, assessments and his commissions, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, in reduction of the amount of any decree of sale entered in any foreclosure proceeding, in payment or reduction of any deficiency after a Master's or Commissioner's sale under any decree of sale, in payment or reduction of any deficiency decree entered thereon, or, if not in either matter so applied, the court approving the receiver's report shall order that the same be paid to the person entitled to the deed under the Master's or Commissioner's sale. A bond on application for receiver is hereby expressly waived and it shall not be the duty of the trustee, legal holder of the notes or purchaser at any Master's or other sale to see to the satisfaction of the principal sum hereby secured or of the purchase money or to inquire into the validity of any taxes, assessments, see said, tax titles, mechanic's or other liens, or titles, or the necessity for repairs, in advancing money as hereinafore provided.

IT IS FURTHER AGREED, That as further and additional security hereto said Grantors agree to assign and by these presents, do assign, all the rents, issues and profits arising or to arise out of said premises to the said grantee herein and authorize him, in his own name, as assignee or otherwise, to receive, sue for or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary, to institute forcible detainer proceedings, to receive possession, to rent and release said premises, or any portion thereof, for such term or terms and on such conditions as he may deem proper, and apply the proceeds thereof, first, to the payment of the expenses and charges against said property, second, to the payment of interest and expenses of this trust including advancements, if any, and, third, to the payment of the principal sum hereby secured, rendering the surplus, if any, to the undersigned when the indebtedness hereby secured shall have been fully paid and cancelled.

IN THE EVENT of the death, inability, removal or absence from said Lake County of the trustee, or of his refusal or failure to act, then, John P. Fields of said County, is hereby appointed to be the first successor in this trust; and if for any like cause a second successor be refused 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 trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving his reasonable charges.

WITNES the hands and seals of the grantors this day of A. D. 19



Frances J. Geske
John C. Geske

This instrument was Prepared By:
TED C. LARSON
388 Lake Street
Antioch, Ill. 60002

23 363 9411

UNOFFICIAL COPY

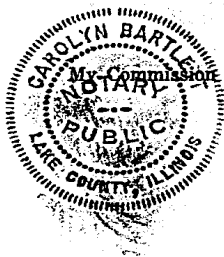
State of Illinois }
County of Lake } ss.

I, Carolyn Bartlett

_____ in and for said County, in the
State aforesaid, DO HEREBY CERTIFY, That John C. Geske and Francis J.
Geske

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 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
_____ 12th _____ day of _____ January _____ A. D. 1976 _____



My Commission Expires October 27 19 79

Carolyn Bartlett

John C. Geske
1976 JUN 21 7 11 10 36
JAN-21-76 129003 • 23363941 • A — Rec 10.00

RECORDED
COOK COUNTY, ILLINOIS

10⁰⁰

23363941

Box No. _____
Trust Deed

TO



RETURN TO: John B. Fields
Vice President
State Bank of Antioch
440 Lake Street
Antioch, Illinois

Paterson Legal Forms & Printing Co., Restford, Ill.

END OF RECORDED DOCUMENT