

602572

TRUST DEED - SECOND MORTGAGE

This instrument, WITNESSED, that the Grantor Robert G. Holl and Barbara J. Holl, husband and wife, of the Town of Oyer,
County of Lake and State of Indiana, for and in consideration
of the sum of Twenty One Thousand Four Hundred Forty Eight \$20/100 Dollars is paid.
CONVEY AND WARRANT to First National Bank of Lansing, A National Banking Association as trustee organized
and existing under the laws of the United States of America, of the Village of Lansing, County
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 Oyer, County of Lake, State of Indiana, to wit: Loc 7, Lincoln Woods, in the Town of Oyer,
as shown in Plat book 27, page 85, in Lake County,
Indiana.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws and ~~any~~ without any
relief from valuation or appraisal laws of the State of Illinois.

IN TRUST, severally, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Robert G. Holl and Barbara J. Holl, husband and wife,
justly indebted upon their principal premises, bearing even date hereof, Three hundred Fifty Seven \$47/100
with, payable to order of First National Bank of Lansing, Lansing, Illinois, as follows: Three hundred Fifty Seven \$47/100
Dollars on the 17th day of November, 30, and Three hundred Fifty Seven Dollars on
17th day of each month thereafter for the succeeding months and a half payment
Three hundred Fifty Seven \$47/100 on the 17th day of October 1935.

THE GRANTOR^s covenant and agree as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said note 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 grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clauses attached payable first, to the first Trustees or Mortgagors, and, second, to the Trustees herein as their interests may appear, which policies shall be left and remain with the said Mortgagors or Trustees until the indebtedness is fully paid; (6) to pay all prior indebtedness, 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 indebtedness, 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 indebtedness, and the interest thereon from time to time; and all money so paid, the grantor^s 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 no such 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 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 grantor^s 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, recorder's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree-shall be paid by the grantor^s; and the like expenses and disbursements occasioned by any suit or proceeding whereby the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor^s. All such expenses and disbursements shall be an additional item upon said 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The Grantor^s for said grantor^s, and for the heirs, executors, administrators and assigns of said grantor^s waive all right to the compensation 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 grantor^s, or to any party claiming under said grantor^s, 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 deeds 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 grantor^s as Lansing, Illinois this 3rd day of October

A.D. 19 30

Robert G. Holl

(SEAL)

State of Illinois
County of Cook

OR

Barbara J. Holl

(SEAL)

Irma L. Deichen

a Notary Public is and for said

Convey, in the state aforesaid, do hereby certify that Robert G. Holl and Barbara J.

Holl husband and wife, personally known to me to be the same persons whose

name^s are described to the foregoing instrument, appeared before me this day in

person, and acknowledged that Robert G. Holl and Barbara J. Holl did, 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.

Gives under my hand and Notarial Seal this 3rd day of October

A.D. 19 30

Irma L. Deichen

(Notary Public)