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27495651

49-42862

TRUST DEED—SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor FRANCIS X. CARRARO JR & ANNE MARIE CARRARO (Married to each other) as joint tenants

of the CITY of CHICAGO County of COOK and State of ILLINOIS for and in consideration of the sum of SEVENTEEN THOUSAND THREE HUNDREDS SIXTY TWO AND 60/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA Trustee.

of the City of Chicago 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, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the CITY of CHICAGO County of COOK and State of Illinois, to-wit:

LOTS 239 AND 240 IN JOHN BAIN'S SUBDIVISION OF PART OF FOREST RIDGE BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known As: 9853 South Selby Chicago Permanent Tax No. 25-07-127-014-0000

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 Grantor FRANCIS X. CARRARO JR & ANNE MARIE CARRARO (Married to each other) as joint tenants justly indebted upon one principal promissory note, bearing even date herewith, payable Lake View Trust and Savings Bank of Chicago

payable in 84 successive monthly instalments each of \$7.65 due monthly on the note commencing on the 09 day of MAY, 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

The GRANTOR... 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 when so 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 first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to maintain all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) 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... agree... 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; (8) 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; (9) in the event of a foreclosure hereof— including reasonable solicitors 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 grantor... 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 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; 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... for said grantor... and for the heirs, executors, administrators and assigns of said grantor... 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 grantor... or to any party claiming under said 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, removal or absence from said COOK County of the grantee, or of his refusal or failure to act, then Thomas F. Bussey... of said County is hereby appointed to be first successor in this trust; and if for any like cause said trust 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.

Witness the hand... and seal... of the grantor... this 25 day of MARCH, A. D. 1985

X Francis X Carraro Jr (SEAL) X Anne Marie Carraro (SEAL)

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State of Illinois }
County of Cook } 55.

I, Andrew K. Janas
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that
Francis Xavier Carraro Jr. and Anne Marie Carraro (Married to each other) as joint tenants

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 t.he y. signed, sealed and delivered the said instrument as 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 25
day of MARCH A. D. 19 85

Andrew K. Janas
Notary Public.

My Commission Expires Oct. 4, 1986

APR 185 46531 27495651 A - REC 11.00

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00

Box No. 146

SECOND MORTGAGE

Trust Deed

Francis & Anne Marie Carraro
9853 South Seeley
Chicago, Illinois

TO
GERALD E. SIKORA, Trustee

Lake View Trust and Savings Bank of Chicago
200 North LaSalle and Avenue
Chicago, Illinois 60604

THIS INSTRUMENT WAS PREPARED BY:

Andrew Janas
Modern General Construction
3244 North Pulaski
Chicago, Illinois 60641
LAW OFFICE JUST AND SAYS
3201 N. ASHLAND AVE. CHICAGO, IL 60657
312/525-2180

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END OF RECORDED DOCUMENT