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TRUST DEED SECOND MORTGAGE FORM (INDIVIDUAL)

85215314

This Indenture, WITNESSETH, That the Grantor EDDIE L. MILES and MARY K. MILES, his wife

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Sixty-hundred forty-three and 80/100---------- Dollars

in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, 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:

Lot 11 in Teninga Brothers Company's 7th Bellevue Addition to Roseland, being a Subdivision of the South 1/2 of Lot 21 in School Trustee's Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 10534 South Rowe, Chicago, Illinois.

Permanent Tax No. 25-16-116-020-0000

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 EDDIE L. MILES and MARY K. MILES, his wife justly indebted upon their one principal promissory note, bearing even date herewith, payable TOWN & COUNTRY HOME PRODUCTS, INC. and assigned to Northwest National Bank for the sum of Sixty-hundred forty-three and 80/100 dollars ($6,043.80)

payable in 84 successive monthly installments each of 71.95 due on the note commencing on the 14th day of Nov. 1985, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THE GRANTOR covenants and agrees 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 to furnish to the trustee hereinafter named, on request, duplicate receipts therefor; 3. To keep said premises free from mechanic's lien or claim for lien; 4. 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 holders of the first mortgage or trust deed, with loss clause attached payable first to the first Trustee or Mortgagee 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; 5. 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 holders of the indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or any part thereof, and the amounts so paid, with interest thereon from time to time, and all moneys so paid by the grantee, 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.

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 that all expenses and disbursements, paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's 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 of said indebtedness may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, and 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 waives all right for the benefit of the heirs, executors, administrators and assigns of said grantor, and of all persons claiming under them, to redeem said premises from any sale pursuant to any decree or judgment of any court of competent jurisdiction, and hereby waives all rights of redemption from sale under any order or decree of foreclosure of this trust deed, or any other lien or claim upon said premises, pending such foreclosure proceedings, and agrees 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 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 County of the grantee, or of his resignation or refusal to act, then in case of the death, removal, absence, resignation or refusal to act of the said Thomas S. Larson, it 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.

Witness the hand and seal of the grantor this 30th day of September A. D. 1985

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Property of Cook County Clerk's Office

85215314

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State of Illinois
County of Cook } ss.

I, Marvin Pavlo
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that EDDIE L. MILES and MARY K. MILES, his wife

personally known to me to be the same person s whose name s 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 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 30th day of September A. D. 19 85

Marvin Pavlo
Notary Public

Box No. 246

SECOND MORTGAGE

Trust Deed

EDDIE L. MILES and
MARY K. MILES, HIS WIFE
TO
JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:
Robert E. Nowicki

Northwest National Bank
3985 Milwaukee Ave.
Chicago, Illinois 60641

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