TRUST DEED

2nd Mortgage

THE	ABOVE	SPACE	FOR	RECOR	DERS	USE	ONL	Y

THIS INDENTURE, made June 21 1986, between Edwin L. Miller and
Shirley Miller, his Wife of the City State of Tilinois herein referred to as "Mortgagors", and Bridgeview Bank & Trust Company, Bridgeview, Illinois an Illinois corporation doing business in Bridgeview, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Five Thousand
Two Hundred and Eighty-three and 21/100's(\$5,283.21) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from Date
on the balance of principal remaining from time to time unpaid at the rate of Eleven (11%)
One Hundred and Thirty-six and 58/100'sDOLLARS (\$136.58
\$136.58) on the 1st day of each month THEREAFTER until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st lay of June 1989 All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless payd when due shall bear interest at the then highest rate permitted by law and all of said principal and interest being made payable at such banking house or trust company as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Bridgeview Bank & Trust Company, Bridgeview, Illinois.
NOW, THEREFORE, the Mortgagors to recure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of the Dollar in hand puld, the receipt whereof is hereby acknowledged, do by those presents CONVEY and WARRANT unto the Trustee, its successors and a agn., the following described Real Estate and all of their estate, right, title and interest therein, situate lying and being in the
COUNTY OF COOK Lot 1 in Block 2 in Highland Subdivision being a Subdivision of the West 3/4 of the South East & of the South East & of Section 32,
Township 38 North, Range 13 East of the Third Principal Meridian accounding to the plat thereof recorded June 7, 1926 as Document
#9299126 in Cook County, Illinois(P. I. #19-32-410-001-000)
TOGETHER with all improvements, tenements, easements, fixtures, and ap urtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Morgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter ther in or thereon used to supply heat, gas, air conditionitis, water, light, power, refrigeration (whether single units or centrally controlled), and ventil rion, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stores and to the factors. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO MOLD the premises unto the said Trustee, its successors and assigns, so ver, for the purposes, and upon the uses and trusts herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption (was of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.
This trust deed consists of two pages. The covenants, conditions and provisions appearing on pr 2 true reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagars, their heirs, uccessors and assigns. WITNESS the hand S and seal S (SEAL) ** (SEAL)
(SEAL)
STATE OF ILLINOIS Barbara Zych a Notary Public in and for and residing in said County, in the State aforesaid, DO MF ALTY CERTIFY. THAT County of Cook County of Cook
who are personally known to me to be the same persons whose nameg are subscribed to the foregoing Instrument, appeared before me
this day in person and acknowledged that they signed, sugled and delivered the said instrument as they or art, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. (IVEN under my hand and Notarial Seal this 21st ray of Jurie A.D. 19-86 Notary Public
D NAME Bridgeview Bank and Trust Company FOR RECOMPRS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE.
STREET 7940 S. Harlem 8501 S. Massasoit Burbank
James W. Haleas Attorney at law 1-07 BECOME ATTOR
Y ± INSTRUCTIONS RECORDER'S OFFICE BOX NO. 206. Bridgeview, Illinois
Additional Property of the Control o

1. Mortgagors shall (1) promptly repair, restore of rebuild any building of improvements now or because; on the premises which may become damaged or be destroyed; It neep said premises in good condition and repair, without waste, and free from mechanic nor other liens or claims for then not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof; and upon request exhibit statisfactory evidence of the discharge of such prior liens to Trustee or to holders of the omplete within a reasonable time any buildings or buildings on our at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises every as required by law or municipal ordinance.

20

- 2. Mortgagors shall pay before any penalty articules at general taxes, and shall pay special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicare receipts cherefor. To prevent default here there are shall pay in full under provide, in the manner provided by statute, any tax or assessment which Mortgagors may destrete context.

 3. Mortgagors, shall keep, all, buildings, and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies, providing for payment by the insurance companies of moneys sufficient either to pay the control replacing or repairing the same or to pay in full the indebte general hereby, all in companies serislateries to the toner, under insurance policies providing for assential context as existenced to the same of the force, and the same of the force of the none, such rights to be evidenced by the significant mortgage clause to be attached, to each policies, and shall deliver all policies, including additional and expiration.
- 4. In case of default therein, Trustee on the holders of the note may, but need not, make any payment or petform any sor hereinbelote required of Mottgagora in any lor manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or trief or claim elevers, or redeem from any tax sale or fortestive affecting said premises or contest any tax or assessment. All madesy paid for any of the purposes herein surhorized and all expenses paid or incurred in connection therein, including attorneys' fees, and any other moneys' advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, prus reasonable compensation to Trustee for each matter concerning which action needs insulative and payable without notice and with interest thereon at the them highest rate permitted by law. In action of Trustee or holders of the none shell never be considered as a waiver of any right activing to them on account of any default hereunder on the open of Mortgagora.
- 5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may on to according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, teak lien or tiple or claim thereof,

 6. Mortgagors shall pay each irem of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, convictationally any interest on the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any interest on the note, or they when default, shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contains.
- occur and continue for three flays in the performance of any other agreement of the Mostgagor's herein contained.

 "". When the indebted as hereby accured shall become due whether by acceleration or otherwise, holders of the nest or Trustee shall have the right to foreclose the lien hereof. In any suit or close, the lien hereof, there shall be allowed and included as additional indebtedness in the decree for all all expenditures and expenses which may be paid or incurted by or on behalf of Trustee or holders of the note for accordingly lees, appraiser's fees, outlays for documentary and expensed decrees of procuring all such abstacts of entire, ritle searches and examinations, guars are policies. Tortens certificates, and similar data and assumances with respect to title as Trustee or holders of the note may deem so be expended procuring any either to I nose the such suit or co-evidence to bidders at any sale which may be had pursuant to such decree the true condition of the ritle to or the value of the premises. All expending and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness accured hereby and immediately due and payable, with interest the contain the highest rate permitted by law, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probbet and as a war y proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendent, by reason of this trust deed or any indebtedness hereby secured. Or (1) reparations for the defense of any intersected of the proceeding which might affect the premises of the security hereof, whether or not actually commended; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commended; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises of the security hereof, whether or not actually commended;
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all coars and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceeding paragraph hereof; account, all other items which under the terms hereof constitute secured indebtedness additional to the evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining uppaid on the note; fourth, any overplus to Mortgagots, their heirs, letter representatives or assigns, as their rights may appear.

 9. Upon, or at any time after the filing of a bill it is close this trust deed, the court in which such bill is filed may appoint a receiver of anideremises. Such appointment may be made either before or after sale, which notice, without negard to the solvency or insolvency of Mortgagots at the time of application for such receiver. Such steedies the such sective shall have power to collect the tents, it sues and differenties during the predency of such foreclosure suite and, in case of a sule and a deficiency, during the full statutory period of tedemption, whither here be redemption or not, as well as during any further times when Mortgagota, except for the provention of such receiver, would be entitled to collect such its tasts is used and profits of asid premises which may be necessary or are usual in such cases for the provention of such receiver, would be entitled to collect such its tasts is used and profits and all other powers which may be necessary or are usual in such cases for the provention of such receiver, which may be necessary or are usual in such cases for the provention of such receiver, which may be necessary or are usual in such cases for the provention of such receiver, which may be necessary or are usual in such cases for any example and operation of the fire of old such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case o
- to in case of a varieting derictency.

 10. No action for the enforcement of the fien or of any provision hereof. The subject to any defense which would not be good and available to the party interposing to in an action at law upon the note bereity lectured.
- 11. Trustee or the holders of the note shall have the right to inspect the premies at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, of condition of the premises, not shall Trustee be obligated to record this tents deed of to exercise any power herein given unless expressly obligated by the terms hereof, not be a she for any acts of onlistions hereunder, except in case of its own gross negligence or misconduct or that of the agents of employees of Trustee, and it may require indemnitions tisfactory to it before exercising any power herein given.
- misconduce or that of the agents or employees of Truster, and it may require indemnities a tisfactory to it before exercising any power herein given.

 13. Trusters shall release this trust dead and the lien thereof by proper instrument or on presentation of satisfactory evidence that all indebtedness secured by this stust dead has been fully paid, and Truster may execute and deliver a release hereof to a rid at the request of any persuash to shall, either before or discriminative thereof; produce and exhibit to Trustee the note, representing that all indebtedness hereby secured in be opaid, which representation Trustee may accept as true without inquiry. Where a referace is requested of a successor trustee, such successor trustee may accept at the genuine note herein described any note which beens a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms an substance with the description herein consumed of the note and which purports to be executed by the persons herein designated as the nations thereof; and which release is tendered of the original trustee and it has never executed a certificate of any instituted in the property of the description herein consumer of the history of the description herein constanted of the note described herein, it may accept as the genuine note herein designated as makers thereof.
- 14. Trustee may resign by instrument in writing filed in the office of the Racoider of Registrat of Tit A in which shis instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the their Recorder of Dreds of the count in which the premises are situated shall be Successor in Trust.

 Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Truste, and any Trustee or successor shall be emitted to reasonable compensation for all acts performed hereunder.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Marragors and all privors claiming under or through Morragors, and the word "Morragors" when used herein shall include all such persons and all persons liable for the payment of the indebtedents or any part threed, whether or not such persons shall have executed the note or this Trust Deed.
- 16. Without the prior written consent of the holder or holders of the note secured hereby, the Mortgagor or Mortgagors shall not convey or encumber title to the premises herein involved. The holder or holders of the note secured hereby may elect to acce eral, the entire unpaid principal intence as provided in the note for breach of this coverage and edgy in such election after actual or constructive not c. of such breach shall be construed as a watve, of or accumenced in any such conveyance or encumbrance.
- 17. This Trust Deed shall secure. any inture advances made by the Mortgagor, for any purpose, at any time b fore the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of \$5.283.21....Five. Thousand. Two. Hundred and Eighty-three and 21/100's. Dollars (\$5.283.21), provided that nothing herein contained shall be considered as limiting the amounts that stall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage."
- 18. The undersigned agree to pay to the Bridgeview Bank and Trust Company (Bank) on each monthly payment dute an additional amount equal to one well is (1/12th) of the annual taxes and assessments levied against the morranged premises, and one-wellth (1/12th) of the annual premiums for insurance carried in connection with said premise. The maintained by the Bank. As taxes and assessments become due, and payable and as insurance policies or paying premiums thereon become due, the Bank is authorized to use such moneys for the property of a paying premiums thereon, and in the event such moneys are insufficient for such purpose the undersigned agree a pay the Bank the difference forthwith. It shall not be obligatory upon the Bank is anguire into the waldity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Bank to advance other moneys for said purposes nor shall the bank incur any personal liability for anything it may do or omit to do increunder.
 - 19. A late charge on payments made more than 19 days after due date of the month due shall be charged at the maximum rate permissable by law

Burney

IMPORT	ANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTED BEFORE THE TRUST DEED IS FILED BEFORE THE TRUST DEED IS FILED. FOR RECORD

The Instalment Note mentioned in the within Trust Deed has been identified 566

Bridgeview Bank & Trust Company, Budgeview.

PORM 16331 BANKFORMS, INC., FRANKLIN HARRE ILL.

CODE COUNTY RECORDER 80か9とご -98-# C# 116# 00: Th: ST 98/25/16 0100 NUML 6000HT DEPT-61 RECORDING 00'11\$