

This Indenture, WITNESSETH, That the Grantor Robert M. Miller and Roberta Miller his wife

of the City of Broadview County of Cook and State of Illinois for and in consideration of the sum of Eight Thousand Seventy-Five Dollars & 40/100 Dollars in hand paid, CONVEY AND WARRANT to DENNIS S. KANARA, 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 every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated

in the City of Broadview County of Cook and State of Illinois, to-wit: Lots 34, 35, 36 in Em Lu Del Subdivision of Lots 173, 174, 175, & 176 in Broadview, a Subdivision of the NE 1/4 & the E 1/4 of the NW 1/4 (except Railroad) also the N. 327.36 Ft. of part of the W. 1/4 of the S.E. 1/4 lying NE of Railroad all in Section 22, Township 39 North, Range 12 east of the third principle meridian, in Cook County, Ill. Commonly known as 2505 S. 17th Avenue, Broadview, Illinois.

Permanent Tax # 15-22-224-003 to 005

THIS IS A JUNIOR MORTGAGE

Heroby 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's Robert M. Miller and Roberta Miller his wife

justly indebted upon one retail installment contract bearing even date herewith, providing for 60 installments of principal and interest in the amount of \$ 134.59 each until paid in full, payable to Landmark Builders, Inc. assigned to Lakeview Trust and Savings Bank

88044671

This Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, 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 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 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 or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; (7) to pay all taxes or assessments, and 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 for other 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 term; (9) that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure of said indebtedness, including reasonable solicitor's fees, outlays for documentary evidence, steno-grapher's charges, cost of procuring or completing abstract showing the whole title of said premises, and other fees and charges, shall be paid by the grantor... 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... 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... do hereby, execute, ratify, confirm, 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 and 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 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 05 day of December A. D. 1989

R. Robert M. Miller (SEAL)  
R. Roberta Miller (SEAL)

# UNOFFICIAL COPY

## Trust Deed

Robert M. and Roberta Miller  
2505 South 17th Avenue  
Broadview, Illinois 60153

TO  
DENNIS S. KANARA, Trustee

Lakeview Trust and Savings Bank  
3201 North Ashland Avenue  
Chicago, Illinois 60657

THIS INSTRUMENT WAS PREPARED BY:  
Landmark Builders, Inc.  
6232 North Pulaski Road  
Chicago, Illinois 60646

LAKEVIEW TRUST AND SAVINGS BANK  
3201 N. ASHLAND AVE. CHICAGO, ILL. 60657  
312/525-2180

12.00

THIS IS A TRUST DEED  
88-044671

Cook County Clerk's Office

OFFICIAL SEAL  
HARRY WARNER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOV. 8, 1991

I, Harry Warner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert M. Miller and Roberta Miller his wife are personally known to me to be the same person, 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 the true and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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COOK COUNTY RECORDER  
11412 # D \* 88-044671  
TRM 0099 01/29/00 15:39:00  
DCPT-01  
\$12.00