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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 everything 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 living 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

Herby 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

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The Grantor... covenant... and agree... as follows: (1) To pay said indebtedness, and the interest thereon, to him and in said note provided, or according to any agreement concerning 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 six 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 while 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 grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attorney payable first, to the first Trustee or Mortgagor, and second, to the Trustee 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 imbecilities, 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 imbecilities 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 the cost of reinsurance 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 accounted additional indebtedness.

In the Event of a breach of any of the above covenants or agreements, the whole of said indebtedness, including principal and all accrued interest shall, at the option of the legal holder thereof, then and there be declared due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure, suit, or by suit at law, or both, the same as if all of said indebtedness had then matured by express term.

It is Agreed by the grantor... that all expenses and disbursements paid or incurred to behalf of compliance therewith in the foreclosures 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, undergoing 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 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 impaired, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid by the grantor... (If the said grantor... dies, or for the heirs, executors, administrators and assigns of said grantor... always... all right in the possession of, and income from, and 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 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... on... 05... day of December 19... A. D. 19... 89

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

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Official Copy

Box No.

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

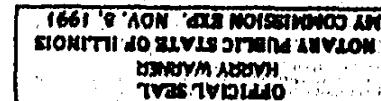
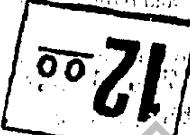
TO:
DENNIS S. KANARA, Trustee

Lakeview Trust and Savings Bank
3201 North Ashland Avenue
Chicago, Illinois 60652

THIS INSTRUMENT WAS PREPARED BY:

Landmark Builders, Inc.
6252 North Pulaski Road
Chicago, Illinois 60646

LAKEVIEW TRUST AND SAVINGS BANK
3201 NASHLAND AVE. CHICAGO, IL 60652



I, Harry Wacker, Notary Public in and for said County in the State aforesaid, do certify that Roberta Miller and Robert M. Miller and

particularily known to me to be the same Person, whose name is Roberta Miller, sealed and delivered the said instrument

in person, appeared before me this day in person, and acknowledged that, they, having sealed and delivered the said instrument

as they desire and voluntarily act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

day of November, 1991, at which time and place, the said Notarial Seal, this

day of November, 1991, was affixed to the instrument, and the Notary Public, Harry Wacker, signed his name thereto.

Notary Public, Harry Wacker, State of Illinois, Nov. 8, 1991

NOTARY PUBLIC STATE OF ILLINOIS
HARRY WACKER
OFFICIAL SEAL

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NOV. 8, 1991

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