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TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

23008291

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Carlos R. Olivar, Sr., and Johelia Olivar, his wife---

(hereinafter called the Grantor), of 1728 N. 40th Ave., Stone Park Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Seventeen Hundred Twenty-three and 68/100----- Dollars
in hand paid, CONVEY AND WARRANT to The Northlake Bank
of 26 W. North Ave., Northlake Illinois
(No. and Street) (City) (State)

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, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
of Stone Park County of Cook and State of Illinois, to-wit:

-----Lot 9 in Block 18 in H. O. Stone & Co.'s World Fair Addition
a Subdivision of part of Section 4, Township 39 North, Range 12, East of
the Third Principal Meridian, lying North and South of the Indian Boundry
line, according to Plat thereof recorded 1/21/29 as Document #10262949
in Cook County Illinois.-----

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 S. Carlos R. Olivar Sr., and Johelia Olivar, his wife-----
justly indebted upon their principal promissory note bearing even date herewith, payable

-----\$95.76 on the first day of October, A.D. 1978; \$95.76 on the
first day of Each and every month thereafter for sixteen months, and
a final payment of \$95.76 on the first day of March, A.D. 1980.-----

THE GRANTOR covenants and agrees as follows: (1) To pay said such taxes, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due 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 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 less clause attached payable first, to the first Trustee or Mortgagee, and, secondly 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.

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, 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, when due; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole or 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 eight 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, in 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, costs for documentary evidence, stenographer's charge, 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 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 on said premises, shall be taxed as costs and included in the costs 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 release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or any other party claiming under the 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.

The name of a receiver is: Carlos R. Sr. and Johelia Olivar-----

IN THE EVENT of death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then The Chicago Title Insurance Company 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 S and seal S of the Grantor, S this twenty-fifth day of August, 1978

Carlos R. Olivar Sr. (SEAL)
Johelia Olivar (SEAL)

This instrument was prepared by Gaza E. Cooke c/o 26 W. North Ave., Northlake, IL
(NAME AND ADDRESS)

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1978 AUG 31 11 48
RECORDED
COOK

George E. Cole

STATE OF ILLINOIS
COUNTY OF COOK AUG-31-78 SS 124350 24608291 - REC 10.00

I, Donald L. Thode a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carlos R. Olivar Sr., and Johelia Olivar, 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 they 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 twenty-fifth day of August 1978

NOTARY PUBLIC
(Press Seal Here)
Commission Expires Sept. 17, 1978

[Signature]
Notary Public

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24608291

BOX No.
SECOND MORTGAGE
Trust Deed

CARLOS R. OLIVAR, Sr,
and
JOHELIA OLIVAR, his wife
TO
THE MORTILAKE BANK
26 W. North Avenue
Northlake, Illinois 60164



GEORGE E. COLE®
LEGAL FORMS

END OF RECORDED DOCUMENT