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TRUST DEED SECOND MORTGAGE NO. 101NW 27269090

49-39728

This Indenture, WITNESSETH, That the Grantor

Samuel C. Notarus and Luzviminda Notarus as joint tenants (WIFE)

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

for and in consideration of the sum of Five thousand one hundred ninety six and 00/100 Dollars in hand paid, CONVEY AND WARRANT to GERALD E. SIKORA 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 Cicero County of Cook and State of Illinois, to-wit:

Lot 13 in Shalomon's Subdivision of Lots 4, 5, 8, 9, 10 and 11 with a Resubdivision of Roland R. Landis Subdivision of Lots 6 and 7 all in Block 9 in Hawthorne in Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, 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 Samuel C. Notarus and Luzviminda Notarus as joint tenants (WIFE)

justly indebted upon one principal promissory note bearing even date herewith, payable Lakeview Bank Chicago Illinois

payable in 60 successive monthly installments each of 86.60 due MONTHLY on the note commencing on the 25 day of NOVEMBER, 1984, and on the same date of each month thereafter, until paid, with interest after maturity at the highest lawful rate.

THIS IS A JUNIOR MORTGAGE

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon, as heretofore 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 that may have been destroyed or damaged; (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; (6) to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor shall be liable for all prior encumbrances and the interest thereon, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises, and the same with interest thereon from the date of payment at seven 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 of said indebtedness, including principal and all 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 said indebtedness had then become due and payable.

IT IS AGREED by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stampmaster's charges, cost of preparing 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 grantor 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 proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release thereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said 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 upon the filing of any bill to foreclose this Trust Deed, 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 grantor, 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 grantor or his successor in trust, shall release said promissory to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 26 day of July A. D. 1984

X Samuel C. Notarus (SEAL)

X Luzviminda Notarus (SEAL)

(SEAL)

(SEAL)

27269090

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State of Illinois }
County of Cook } ss.

I, EWA T. KRAKOWSKA

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
SAMUEL C. NOTARUS AND WIZULMINA
NOTARUS ^{NOTARY} 27269090 0 A — Dec 10.00

personally known to me to be the same person 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 26
day of July A. D. 1984

Ewa T. Krakowska
Notary Public.
MY COMM. EXP. MARCH 27, 1988

25 SEP 84 2:05

10.00

Box No. 144

Second Mortgage

Trust Deed

TO
GERALD E. SIKORA Trustee

THIS INSTRUMENT WAS PREPARED BY:
WINDY CITY EXTERIORS, INC.

LAKE VIEW TRUST AND SAVINGS BANK
3301 N. STANLAND AVE., CHICAGO, ILL. 60657
312/629-2180

27269090

END OF RECORDED DOCUMENT