



This mortgage is a second mortgage

87022726

REAL ESTATE MORTGAGE

THE UNDERSIGNED, John H. Sena and Rosemary Sena, his wife, as joint tenants

(Name or Names)
1914 W. Ohio Street Chicago, IL 60622
(the "Mortgagor") who resides at
(Address)
in the State of Illinois, hereby mortgages and warrants to HARRIS TRUST AND SAVINGS BANK, an Illinois bank, its successors and assigns
(the "Mortgagee"), to secure the payment of the Mortgagor's Note dated January 5, 1987,
payable to the order of the Mortgagee in the sum of \$ 15,000.00 and payable in substantially equal consecutive monthly
installments beginning February 9, 1987, and ending January 9, 1992
(the "indebtedness secured hereby"), and the performance and observance of all the terms and conditions hereof, the following described real
estate (the "premises"):

LOTS 94 AND 95 IN BOWEN AND WAIT'S SUBDIVISION IN BLOCK 13 IN CANAL TRUSTEES
SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBERS: 17-07-212-043 L-94
17-07-212-044 L-95 DW
A.E.D.

situated in the County of Cook in the state of Illinois, and commonly known as 1914 W. Ohio Street
Chicago Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the
State of Illinois, together with all said singular tenements, hereditaments and appurtenances now or hereafter belonging or appertaining thereto,
and all buildings or other improvements and fixtures (whether or not attached thereto) now or hereafter located thereon and all rents, issues and
profits thereof, subject, however, to the lien of current taxes and assessments not in default and the other liens and encumbrances (but only to
the extent of the indebtedness secured thereby as of the date hereof), if any, set forth below:

This instrument was prepared by Gray Christopher Daly, Harris Trust and
Savings Bank, 111 West Monroe Street, Chicago, IL 60603

All of such liens for taxes and assessments and any other liens and encumbrances set forth above are hereinafter called "prior liens".
IT IS FURTHER UNDERSTOOD AND AGREED THAT:

The Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may
become damaged or be destroyed, (b) keep the premises in good condition and repair without waste and free from mechanic's or other liens or
claims for lien excepting only the prior liens above referred to, (c) pay when due all taxes and assessments and other indebtedness secured by
the prior liens, and upon request exhibit to the Mortgagee satisfactory evidence of the payment thereof and the discharge of such prior liens, (d)
complete within a reasonable time any building or buildings now or at any time being erected on the premises, or any additions, improvements
or alterations thereto or therein, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof,
(f) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, windstorm
and such other hazards as the Mortgagee may require to the full insurable value thereof in companies satisfactory to the Mortgagee with loss
payable to the Mortgagee as its interest may appear, all such policies to be deposited with the Mortgagee upon demand unless such policies have
been or are required to be deposited with the holder of any prior lien, in which case other evidence of such insurance coverage satisfactory to
the Mortgagee shall be furnished upon demand. In the event of the failure, in whole or in part, of the Mortgagor to perform any of the premises
or covenants in this paragraph contained, the Mortgagee may make advances to perform the same, and the Mortgagor agrees to repay upon demand
all sums so advanced together with interest thereon at the rate of 7% per annum, all of which shall constitute so much additional indebtedness
secured hereby, but no such advance shall relieve the Mortgagor from any default hereunder. In making any advances hereunder for the payment
of taxes or assessments, the Mortgagee may do so according to any bill, statement or estimate procured from the appropriate public office without
inquiry into the accuracy or the validity thereof.

Mortgagor shall pay all of the indebtedness secured hereby when and as the same becomes due and in the event of default in the
payment of any of the indebtedness secured hereby, or any part or installment thereof, when and as the same becomes due, or in the event of the
failure of the Mortgagor to perform or observe any covenant herein contained which is not remedied within 10 days after written notice to the
Mortgagee by the Mortgagee, then, notwithstanding anything in said Note to the contrary, the Mortgagee at its option may declare all of the indebt-
edness secured hereby immediately due and payable without presentment, demand or notice of any kind, and the Mortgagee shall have the
immediate right to foreclose the lien hereof, and all expenses and costs (including reasonable attorney's fees, court costs, outlays for documentary
and expert evidence, stenographer's charges, publication costs and costs, which may be estimated as to items to be expended after the entry of
the decree, of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and
assurances with respect to title as the Mortgagee may deem reasonably necessary in connection with the foreclosure sale or the sale of the prop-
erty pursuant thereto) which may be incurred by the Mortgagee in any such foreclosure or in the collection of any indebtedness secured hereby
shall be paid by the Mortgagor to the Mortgagee, together with interest at the rate of 7% per annum from the date of expenditure, and shall be
allowed and included as additional indebtedness secured hereby in any decree for sale pursuant to any foreclosure proceedings.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: (a) To the payment of
all of said costs and expenses incident to the foreclosure proceedings; (b) To the discharge and payment of all indebtedness, including taxes and
assessments, secured by prior liens to which such sale is not made subject; (c) To the payment of all indebtedness secured hereby in addition
to the indebtedness evidenced by said Note; (d) To the payment of all the other indebtedness secured hereby so far as such proceeds may reach.
Any surplus shall be returned to the Mortgagor.

All powers and rights of the Mortgagee hereunder are cumulative to and exclusive of any other right or power the Mortgagee may have
hereunder or by law or in equity, nor shall the failure or delay to exercise any power or right be a waiver thereof or preclude any further, later
or other exercise thereof.

When two or more persons execute this Mortgage, the term "Mortgagor" shall include all such persons; and in any such event, any notice
required or permitted hereby or by law and any surplus remaining from any foreclosure sale may be delivered or given to any one of such persons
on behalf of all such persons.

This Mortgage shall be binding on the heirs, legal representatives, successors and assigns of the Mortgagor and shall inure to the benefit
of the Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, this Mortgage has been executed this 5th day of January 1987

John H. Sena (SEAL)
Rosemary J. Sena (SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

I, David P. Meyer, a Notary Public in and for said County in the State aforesaid, do hereby
certify that the above named personally known to
me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowl-
edged that he (she) (they) signed, sealed and delivered said instrument as his (her) (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 5th day of January 1987

(SEAL)

David P. Meyer
Notary Public
4-5-88

87022726

UNOFFICIAL COPY

87022726

Property of Cook County Clerk's Office

DEPT-91 RECORDING
TRAN 244 01/13/87 11:02:00
#183 * 4 * 07-022726
COOK COUNTY RECORDER

Harris Trust & Savings Bank
Lock Box 373
Chicago, IL 60690
Attn: Consumer Loan Services
111/LLW

87022726