

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

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9121447

THIS INDENTURE WITNESSETH, That Phillip P. Fowler

(hereinafter called the Grantor), of 336 West Wellington, #2502 Chicago, Illinois

for and in consideration of the sum of Ten and no/100 Dollars

in hand paid, CONVEY AND WARRANT to August Aquila of 1632 North Hudson, #3 Chicago, Illinois

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

As described on Exhibit A, attached hereto and by this reference made a part hereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (s): 14-28-202-018-1045 Vol. 486
Address(es) of premises: 336 West Wellington, Unit 2502, Chicago, Illinois 60657

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted to SA 645 principal promissory note bearing even date herewith, payable to August Aquila on the terms and conditions thereof.

DEPT-01 RECORDING \$14.29
T#1111 TRAN #101 05/07/91 10:56:00
#0376 \$ A *-91-21447
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, in 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 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 they 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, or 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 from time to time, 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 14.75 per cent per annum shall be so much additional indebtedness secured hereby.

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 14.75 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as in all of said indebtedness had then matured by 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, outlays for documentary evidence, stenographer's charges, 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 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 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 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 to any 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 record owner is: Phillip P. Fowler

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Robert G. Goldstein 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 of 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.

This trust deed is subject to MIDLAND FINANCIAL Mortgage Co, Des Moines, Iowa, April 25, 1971
\$68,800.

Witness the hand and seal of the Grantor this 6th day of MAY, 1971.

Phillip P. Fowler
Phillip P. Fowler (SEAL)

(SEAL)

Please print or type name(s)
of witness(es)

This instrument was prepared by Robert G. Goldstein, Esq., Levenfeld, Eisenberg, Janger, Glassberg, Samotny & Halper
(NAME AND ADDRESS)
33 West Monroe Street, 21st Floor, Chicago, Illinois 60603

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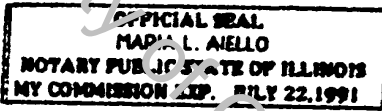
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Maria L. Aiello, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Phillip P. Fowler

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 official seal this 6th day of May, 1991.

(Impress Seal Here)



Maria L. Aiello
Notary Public

Commission Expires July 22, 1991

Cook County Clerk's Office

BOX No.

91234567
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS

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EXHIBIT A

Unit No. #2502 as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Development Parcel"):

The East 50 feet of the West 270 feet, and the East 60 feet of the West 220 feet of Lot 3 in the Subdivision of Lots 2 and 3 and accretions in Lake Front Addition in the North East fractional 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park as established by decree entered in Case No. 256886 in Circuit Court of Cook County, Illinois according to the plat thereof recorded of said Subdivision of Lots 2 and 3 recorded September 6, 1912 as document 5,038,117 in Cook County Illinois, which survey is attached as Exhibit "A" to Declaration made by American National Bank and Trust Company of Chicago as Trustee under Trust No. 77855 and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 22640043, together with its undivided .768 percent interest in said Development Parcel (excepting from said Development Parcel all the property and space comprising all the units defined and set forth in said Declaration and Survey).

Property of Cook County Clerk's Office

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