

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

91360725

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Thomas Mourikes and Kay Mourikes, his wife

(hereinafter called the Grantor), of 2760 Salceda, Northbrook, IL 60062

(No. and Street) (City) (State)
for and in consideration of the sum of Seven Hundred Twenty Thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT to Park National Bank of Chicago
of 2958 N. Milwaukee Ave., Chicago, IL 60618
(No. and Street) (City) (State)

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:

DEPT-01 RECORDING #13.00
T#4444 TRAM 9713 07:19/91 13:34:00
#0499 * - 91 - 360725
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Lot Sixty-Eight (68) in WILLOW WOODS, being a Subdivision in the Northeast quarter of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian, according to plat recorded April 3, 1970 as document 21125655 in Cook County, Illinois.

Common address: 2760 Salceda, Northbrook, IL 60062 01-21-208-008

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 is justly indebted upon ~~the~~ ~~principal of \$100,000.00~~ ~~of a~~ ~~note~~ ~~of~~ ~~the~~ ~~same~~ ~~date~~ ~~and~~ ~~to~~ ~~the~~ ~~same~~ ~~party~~ ~~as~~ ~~the~~ ~~first~~ ~~mortgage~~ ~~on~~ ~~the~~ ~~premises~~ ~~herein~~ ~~described~~ ~~and~~ ~~in~~ ~~accordance~~ ~~with~~ ~~the~~ ~~terms~~ ~~set~~ ~~forth~~ ~~therein~~ ~~including~~ ~~all~~ ~~renewals~~ ~~or~~ ~~extensions~~ ~~thereof~~ hypothecation agreement to the principal promissory note of American National Bank and Trust Company of Chicago/Trust No. 112460-06 bearing even date herewith, payable in accordance with the terms set forth therein, including all renewals or extensions thereof.

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THE GRANTOR covenants and agrees as follows. (1) To pay said indebtedness, and the interest thereon, as herein and in said note 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 and 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 or 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 mortgagee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said first 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, or pay such taxes or assessments, or the prior incumbrances or the interest thereon, as they may see fit, and the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at Prime + 1.5% 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 of the Grantor, 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 Prime + 1.5% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements, 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 prior mortgage and indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien in favor of said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether a receiver 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 person claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of the premises.

The name of a record owner is Thomas Mourikes and Kay Mourikes, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Park National Bank of Chicago 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

Witness the hand and seal of the Grantor this 4th day of October, 1990

Thomas Mourikes (SEAL)
Thomas Mourikes
Kay Mourikes (SEAL)
Kay Mourikes

Please print or type name(s) below signature(s)

This instrument was prepared by Grace Brzozka/Park National Bank of Chicago
(NAME AND ADDRESS)
2958 N. Milwaukee Ave., Chicago, IL 60618

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) ss.

I, Grazyna Brzozka, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas Mourikes and Kay Mourikes, his wife

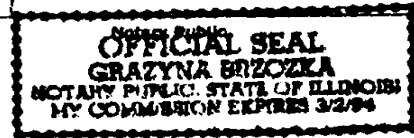
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this fourth day of October, 19 90

(Impress Seal Here)

Grazyna Brzozka

Commission Expires 3-2-94



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BOX No.

SECOND MORTGAGE

Trust Deed

TO