

TRUST DEED SECOND MORTGAGE (ILLINOIS)

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80.51400398

SAS - A DIVISION OF INTERQUINITY

OSMAN ALEGOZ, married THIS INDENTURE WITNESSETH, that to Gulalem Alegoz, and MUYESSER OZTUNGUC, a widow

(hereinafter called the Grantor), of 98 N. Glendale St. Wheeling, Illinois

for and in consideration of the sum of SIXTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (16,850.00) Dollars

in hand paid, CONVEY AND WARRANT to GLORIA SICILIANO of 7813 E. Palm Lane, Scottsdale, AZ 85032

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: Lot 49 in

Holland's Re-division of lots 1 to 109 inclusive and vacated streets and alleys in Dall's Sunnyside Addition to Wheeling, in the South 1/2 of section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles on Sept. 16, 1955 as Doc. 1621040 in Cook County, Illinois. Hereby releasing and waiving all right under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number 03-02-319-003 Address(es) of premises: 98 N. Glendale St. Wheeling, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein. WHEREAS, The Grantor is justly indebted upon their principal promissory note bearing even date herewith, payable with a final payment of the balance due on the 1st day of June, 1997, pursuant to the terms of the promissory note.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, 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 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 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 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 the money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at the rate of _____ 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 by the holder 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 _____ 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 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 compiling 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 or not a sale shall have been entered or not, shall not be dismissed, nor a 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, reserves 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 same.

The name of a record owner is: OSMAN ALEGOZ and MUYESSER OZTUNGUC

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 Edward G. Wells, 212 E. Hellen Rd. Palatine, Ill. 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 First mortgage

Witness the hand and seal of the Grantor this 27th day of May, 1994

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

OSMAN ALEGOZ (SEAL)

MUYESSER OZTUNGUC (SEAL)

This instrument was prepared by Edward G. Wells, 212 E. Hellen Rd. Palatine, Ill. 60067 (NAME AND ADDRESS)

DEPT-01 RECORDING \$23.50 T89999 TRAN 4010 06/01/94 10:31:00 #1900 # *-94-485424 COOK COUNTY RECORDER

94485424

Above Space For Recorder's Use Only

THIS MORTGAGE IS A SECOND MORTGAGE

94485424

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that OSMAN ALEGOZ and MUYESSER OZTUNGUC

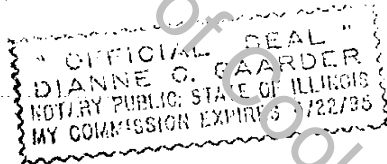
personally known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 27th day of May, 19 94

(Impress Seal Here)

Dianne G. Gaarder
Notary Public

Commission Expires



94465424

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

Mails to:
Ed Wells
132 S. Northwest Hwy
Palatka, FL 32909

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office