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#### SECOND MORTGAGE

THIS INDENTURE WITNESSETH, that STEPHANIE CLAIRE HARTE, an unmarried woman (hereinafter called "Grantor"), of 708 Buena, Chicago, Illinois, in order to secure payment in accordance with its terms of that certain Promissory Note of even date herewith in the precise amount of TWENTY TWO THOUSAND DOLLARS (\$22,000.00), and for and in consideration of the sum of TEN AND NO/100ths Dollars (\$10.00) in hand paid, hereby CONVEYS AND WARRANTS to WILLIAM J. HARTE, of 111 West Washington Street, Chicago, Illinois, and hise successors and assigns, the following described real estate and all improvements thereon, including all heating, rir-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues, and profits therefrom, situated in the County of Cook, State of Illinois, to-wit:

Unit 2NE together with an undivided 7.96 percent interest in the common elements in 708-10 W. Buena Condominium as delineated and defined in the Declaration recorded as Document Number 25767440, in the West 1/2 of the South West 1/4 of Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

a/k/a 708-10 wiBue. 11. Chicaso, 16 14-16-302-4083-1005 hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

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) that waste to said premises shall not be committed or suffered; (4) 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 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 raid premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, Grantor agrees to repay immediately without demand, and the same shall be so much additional indebtedness secured hereby.

It is agreed by 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 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 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

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all such expenses and disbursements, and the cost of suit, including attorney's fees, have been paid. Grantor, for Grantor and for the heirs, executors, administrators, and assigns of 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 Second Mortgage, the court in which such complaint is filed, may at once and without notice to 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.

This second mortgage is subject to a certain first mortgage dated November 21, 1991, to First Federal of Fight, F.S.A.

Witness the hard and seal of Grantor this 25th day of October, 1994.

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This instrument was prepared by Richard J. Creations, Permanent Real Estate Index Number: 14-16-302-033-1005 Kubasiak, Cremieux, Fylstra & Reizen, P.C Address of premises: Unit 2NE, 708 Buena, Chicago, Illinois 30 North LaSalie Street, Suite 2700 -047/2 Chicago, Illinois 60602-2505

State of Illinois ) 55. County of Cook )

1, Louise Bieler, a Notary Public in and for said County, in the State after said, DO HEREBY CERTIFY that STEPHANIE CLAIRE HARTE, an unmarried woman, personally known to me obe the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes the cin set forth, including the release and waiver of the right of homestead.

Given under my hand and official sept this 25th day of October, 1994.

"OFFICIAL SEAL" Louise Side 10 Wes 37 13 8

Louise Bieler

Commission Expires: November 8, 1995

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