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TRUST DEED SECOND MORTGAGE (ILLINOIS)

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THIS INDENTURE WITNESSETH, That Emanuel Freeman

(hereinafter called the Grantor), of 7712 South
Cregier Chgo., Ill. 60649
(No. and Street) (City) (State)

for and in consideration of the sum of \$ 6,990.00

Dollars

in hand paid, CONVEY S AND WARRANT S to Annie B.
Robertson and James Franklin
of 10617 South Indiana Ave., Chgo. Ill.
(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:

See Attached Legal Description

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): 20-25-319-025

Address(es) of premises: 7712 South Cregier, Chgo., Ill., 60649

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor is justly indebted upon a principal promissory note 8% bearing even date herewith, payable

See Attached Agreement With Schedule of Payments payable in money order or cashier's check at 10617 South Indiana Avenue, Chgo., Ill., 60628.

CM 4196375(4/4) 9/8

MORTGAGE
CIT

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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 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 all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 8% 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 8% 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 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: Annie B. Robertson & James Franklin

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 Berniece Franklin 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 1st mortgage (new) via Ford Consumer Finance

Witness the hand and seal of the Grantor this 12th day of April, 1996.

Emanuel Freeman (SEAL)
Emanuel Freeman

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

96337126
MORTGAGE

This instrument was prepared by Marlena A. Johnson Esq.
(NAME AND ADDRESS)
9339 South Jeffery Blvd. Chgo. Ill.
3121721-2788 60617

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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 Emmanuel Freeman, and

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 12th day of April, 1996.

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires _____

NOTARY PUBLIC
STATE OF ILLINOIS
COMMISSION EXPIRES 12/31/97

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE
Trust Deed

TO

027-9896

GEORGE E. COLE
LEGAL FORMS

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EXHIBIT "A"

Legal Description

THE NORTH 30 FEET OF THE SOUTH 180 FEET OF THE EAST 1/2 OF THE NORTH 1/2 OF BLOCK 21 IN JAMES STINSONS SUBDIVISION OF EAST GRAND CROSSING BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO BUYER'S EXECUTION IN FAVOR OF SELLER A SECOND NOTE AND MORTGAGE (DEED OF TRUST) IN THE AMOUNT OF \$6,990.00 @ 8% PER ANNUM.

Property of Cook County Clerk's Office

96337126

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