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SECOND MORTGAGE

1998 03 26 11:10:58

THIS INDENTURE WITNESSETH, That **DECIO SANTOS AND DANIEL SANTOS** (hereinafter called the Grantors); 1526 N. Artesan, Chicago, Illinois 60622 for and in consideration of the sum of **THIRTEEN THOUSAND SEVEN HUNDRED NINETY SIX AND 25/100 (\$13,796.25) DOLLARS**, in hand paid **CONVEYS** and **WARRANTS** to **RANDALL L. JAFFE, 1301 W. Ohio, Unit No. 4, Chicago, IL 60622** as Grantee and to his successors in trust hereinafter named, the following described real estate with the improvements thereon, including air 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 13 in Block 5 in Bickley's Addition to Chicago Section 8, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

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) 17-08-109-003
Address(es) of Real Estate 1475 West Superior, Chicago, IL 60622

IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein **WHEREAS** the Grantors are justly indebted upon two principal promissory notes, one for the amount of \$5,000 dated June 13, 1997 and the other for \$8,796.25 dated February 13, 1998

THE GRANTORS covenant and agree as follows: (1) to pay said indebtedness, and the interest thereof as herein and in said 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 thereof; (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 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 Mortgagee, and second, to the Grantee, herein as their interests may appear, which policies shall be left and remain the said Mortgagee until the indebtedness is fully paid; (6) 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 encumbrances 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 encumbrances 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 twelve (12) percent 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 eighteen (18) percent 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 mature 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 reasonably attorney's fees, outlays for documentary evidence,

FOR WITNESSES:

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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 a 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 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: Decio Santos

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 Danilo Santos of said County is hereby appointed to be first successor in this Mortgage, and if for any like cause said first successor fail or refuse to act, the person who shall then be acting Recorder of Deeds of said County is hereby appointed to be second successor in this Mortgage. 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.

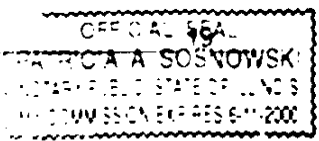

This Mortgage is subject to First Mortgage in favor of Cross and Mortgager Corp., their successors and assigns in the amount of \$171,350.

Witness the hands and seals of the Grantors this 13th day of February, 1998

 (SEAL) _____ (SEAL)
Decio Santos 

I, the undersigned a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY** that **DECIO SANTOS** and **DANILO SANTOS** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before, delivered the said instruments 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 13TH day of February, 1998

Commission expires _____
 
Notary Public

This instrument was prepared by Randail Jaffe, Attorney at Law, 1149 W. 175th St. Homewood, IL 60430

Send Subsequent Tax Bills to
Mail to: Randail L. Jaffe
130 W. Ohio, #4
Chicago, IL 60622
Decio Santos
1526 N. Artesian
Chicago, IL 60622