

TRUST DEED - SECOND MORTGAGE

REAL ESTATE INDEX NUMBER (Key No.52-50-9)(Tax Unit #40)

94021171

This Indenture, WITNESSETH, that the Grantor(s) Kenneth F. Lowrance, II and Linda C. Lowrance, husband and wife.

of the Town of St. John County of Lake and State of Indiana for and in consideration of the sum of Nineteen Thousand One Hundred Twenty Five Dollars and 68/100 Dollars in hand paid, (principal \$ 14,877.85 interest \$ 4,317.83)

CONVEY(S) AND WARRANT(S) to First National Bank of Illinois, a National Banking Association as trustee organized and existing under the laws of the United States of America, of the Village of Lansing, County of Cook and State of Illinois, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Town of St. John County of Lake and State of Indiana to wit:

Lot 174, Homestead Acres 8th Addition to the Town of St. John, as shown in Plat Book 49, page 127, in Lake County, Indiana.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws and, all without any relief from valuation or appraisal laws of the State of Indiana

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor(s) Kenneth F. Lowrance, II and Linda C. Lowrance, husband and wife justly indebted upon their principal promissory note(s) bearing even date herewith, payable to order of First National Bank of Illinois, Lansing, Illinois, as follows: Two Hundred Twenty Eight Dollars on the 15th day of April, 1994, and Two Hundred Twenty Eight Dollars on the 15th day of each month thereafter for the succeeding 82 months and a final payment of Two Hundred Twenty Eight Dollars on the 15th day of March 2001

THE GRANTOR(S) covenant(s) and agree(s) as follows: (1) To pay said indebtedness and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June 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 Mortgagees or Trustees 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 the title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor(s) agree(s) to repay immediately without demand, and the same with interest thereon from the date of payment at seven 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 seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all said indebtedness had then matured by express terms.

IT IS AGREED by the grantor(s) that all expense and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitor'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(s); 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(s). 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The Grantor(s) for said grantor(s) and for the heirs, executors, administrators and assigns of said grantor(s) waive(s) all right to the possession of, and income from said premises pending such foreclosure proceedings, and agree(s) that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor(s), or to any party claiming under said grantor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

It is further expressly understood and agreed between the parties hereto, that the laws of the State of Illinois regarding notes and mortgages will be controlling in the event of any litigation, even though property mortgaged may be situated outside the territorial limits of the State of Illinois.

Witness the hand(s) and seal(s) of the grantor(s) at Lansing, Illinois this 12th day of March

A.D. 19 94

Signatures of Kenneth F. Lowrance, II and Linda C. Lowrance with seals.

State of Indiana County of Lake SS.

I, Irma Deichen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth F. Lowrance, II and Linda C. Lowrance, husband and wife 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 he (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 12th day of March

A.D. 19 94

OFFICIAL SEAL IRMA L. DEICHEN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. 8/22/95

Signature of Irma Deichen, Notary Public.

This Document Prepared By: Jennifer Casson First National Bank of Illinois 3256 Ridge RD. Lansing, IL 60438