



THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Brookfield, County of Cook and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to Roland E. Burns and Wallene A. harris

of \_\_\_\_\_, County of Cook and State of Illinois, as trustee, the following described Real Estate, with all improvements thereon, situated in the County of Cook in the State of Illinois, to-wit:

Lot 11 and the North Half of Lot 12 in Block 14 in West Grossdale a Subdivision in the West Half of the West Half of Section 3, Township 38 North, Range 12, 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): 18-039302-022

Address(es) of Real Estate: 4320 Deyor, Brookfield, Illinois

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumbrances and the interest thereon and to keep the property tenable and in good repair and free of liens. In the event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to the same and pay the bills therefor, which shall, with 9% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of grantee to inquire into the validity of any such taxes, assessments, liens, incumbrances, interest or advancements.

\$ 119,000.00

May 1 19 2001

Ross T. Harris after date for value received I (we) promise to pay to the order of Ronald E. Burns and Wallene A. Harris the sum of One Hundred Nineteen Thousand (\$119,000.00) and no/100's Dollars at the office of the legal holder of this instrument with interest at seven (7) per cent per annum after date hereof until paid, payable at said office, as follows: Starting May 1, 2001, monthly payments of \$791.72, payable one-half (1/2) to Ronald E. Burns and one-half (1/2) to Wallene A. Harris, with payment on the 1st of each month, thereafter until paid in full. No prepayment penalty

And to secure the payment of said amount I (we) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgment without process in favor of the holder of this instrument for such amount as may appear to be unpaid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that my (our) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then their respective estates or nominees of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses 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 the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture.

Witness our hands and seals this 1 day of May 19 2001

[Signature of Ross T. Harris]

Ross T. Harris (SEAL)

(SEAL) (SEAL)

STATE OF Illinois ) ) SS. COUNTY OF DuPage )

I, Richard A. Kocurek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ross T. Harris

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 1 day of May 19 2001 Dawn E. Ferrara Notary Public, State of Illinois My Commission Expires 11-18-2002

[Signature of Dawn E. Ferrara]

Notary Public

Commission Expires June 30, 2002

Prepared by: Richard A. Kocurek, Attorney 3306 South Grove Avenue Berwyn, Illinois 60402 (708) 749-0230

Mail To: Wallene Harris 187 Bloomingbank Rd Riverside IL 60546