

1989 APR 14 9:33

89165003

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THIS INDENTURE WITNESSETH, That DALLAS P. HARRIS and JOANN A. HARRIS, his wife (hereinafter called the Grantor), of 3301 West 79th Street Chicago Illinois (No. and Street) (City) (State)

for and in consideration of the sum of TEN AND NO/100 Dollars

in hand paid, CONVEY S AND WARRANT S to COLE TAYLOR BANK of 7601 S. Cicero Avenue Chicago, Illinois (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:

Above Space For Recorder's Use Only

Lots 5 and 6 in the South West Highlands 79th and Kedzie Unit Number 1 being a subdivision of the North East 1/4 of the North East 1/4 of Section 35, Township 38 North, Range 13 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): 19-35-205-011-0000 19-35-205-012-0000
Address(es) of premises: 3301 West 79th Street Chicago, IL

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 bearing even date herewith, dated 3/23/89 in the total amount of \$25,887.27 plus interest in the amount of \$22,345.53 for a total note of \$48,232.80 and payable in 120 consecutive payments of \$401.94 each, maturing 3/22/99.

12.00

TAX # 19 35 205 011 0000 19 35 205 012 0000

Notwithstanding anything contained herein to the contrary, the amount of indebtedness secured by this Trust Deed shall not exceed 200% of the original principal amount of the Note herein described.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time or 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 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 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 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 14.00 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 the maximum per cent per annum allowable by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured, 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 attorneys fees, outlays for documentary evidence, stenographer's charges, cost of preparing 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 grantor 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 his heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending the 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 of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner: Dallas P. Harris and Joann A. Harris, his wife

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 COLE TAYLOR BANK/DROVERS 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

1st mtg. This trust deed subject to a mortgage dated 4/20/72 in the principal amount of \$21,600.00 between Dallas P. Harris and Joann A. Harris, his wife and Talman Home Federal Savings

Witness the hand and seal of the Grantor this 23rd day of March, 19 89

DALLAS P. HARRIS (SEAL)
JOANN A. HARRIS (SEAL)

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

This instrument was prepared by: COLE TAYLOR BANK, 7601 S. Cicero, Chicago, IL 60652 (NAME AND ADDRESS)

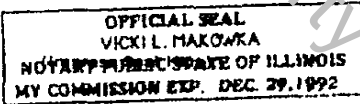
UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, VICKI L. MAKOWKA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dallas P. Harris and Joann A. Harris, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 official seal this 23rd day of March, 1989.



Vicki L. Makowka
Notary Public

Commission Expires 12-29-92

89165003

BOX No. _____
SECOND MORTGAGE
Trust Deed

DALLAS P. HARRIS AND JOANN A. HARRIS
his wife

TO
COLE TAYLOR BANK

PROPERTY ADDRESS:

3301 West 79th Street
Chicago, IL 60652

TAX # 19 35 205 011 0000
19 35 205 012 0000

MAIL TO: HELEN BARKER
COLE TAYLOR BANK
7601 S. Cicero Avenue
Chicago, IL 60652

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BOX 333-GG

Property of Cook County Clerk's Office