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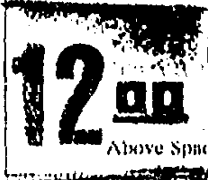
Accommodation

THIS INDENTURE WITNESSETH, That Charles A. Rey and Dolores A. Rey, His Wife, as Joint Tenants

(hereinafter called the Grantor), of 2012 Burr Oak Drive, Glenview, Illinois 60025

for and in consideration of the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars

in hand paid, CONVEY AND WARRANT to FIRST OF AMERICA BANK - GOLF MILL, An Illinois Banking Corporation of 9101 Greenwood Avenue, Niles, Illinois 60648



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:

LOT 20 IN SUNSET VILLAGE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST 1550 FEET OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1953 AS DOCUMENT 1572946, 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: 04-26-200-050-0000

Address(es) of premises: 2012 Burr Oak Drive, Glenview, Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted or on *one Commercial Term Note bearing even date herewith, payable on 12/31/89

To the order of First of America Bank - Golf Mill at its office in Niles, Illinois the principal sum of Fifty Thousand and no/100 (\$50,000.00) with interest on the principal balance at the rate of 12% plus Lender's Base Rate per annum from April 29, 1989 until maturity. Repayment of the indebtedness shall be in single principal payment due on July 28, 1989. Interest payments on the unpaid principal balance shall be made monthly beginning on May 29, 1989 and continuing on the same day each month thereafter until the indebtedness herein is fully paid.

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 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 in 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, which 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 Trustee or 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 ** 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 ** 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 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 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: Charles A. Rey and Dolores A. Rey, His Wife, as Joint Tenants

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 First of America Bank - Golf Mill 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 _____

Witness the hand S and seal of the Grantor this 29th day of April 1989.

*Lender's Base Rate plus 5% or 18%, whichever is greater

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

Charles A. Rey (SEAL)

Dolores A. Rey (SEAL)

This instrument was prepared by Gloria Cocks, First of America Bank - Golf Mill, 9101 Greenwood Ave, Niles, IL 60648 (NAME AND ADDRESS)

CENTENNIAL TITLE INCORPORATED

89212312

UNOFFICIAL COPY

51251528

STATE OF Illinois
COUNTY OF Cook

55.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles A. Rey and Dolores A. Rey

personally known to me to be the same person as whose name is 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 29th day of April, 1989.

OFFICIAL SEAL
GLORIA A. COCKE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 18, 1991

Gloria A. Cocke
Notary Public

Commission Expires _____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 MAY 11 AM 11:45

89212312

COOK County Clerk's Office

89212312

BOX No

SECOND MORTGAGE
Trust Deed

Charles A. Rey and Dolores A. Rey

His Wife, as Joint Tenants
TO

First of America Bank - Golf Mill

343
BAX

GEORGE E. COLE
LEGAL FORMS

GEORGE E. COLE
LEGAL FORMS