

This Indenture, Made this 15th day of August A. D. 1990

between JAMES L. HARRIS, divorced and not since remarried

of the Township of Washington in the County of Will in the State of Illinois party of the first part, and BRUCE W. BOCKELMANN of the Township of Washington County of Will, and State of Illinois, as Trustee, party of the second part, WITNESSETH:

THAT WHEREAS, The said JAMES L. HARRIS, divorced and not since remarried grantor herein being justly indebted upon ONE principal promissory note bearing even date herewith, payable to the order of Bearer, said note being in the principal sum of Seventy-Three Thousand and no/100 (\$73,000.00) Dollars, payable One Hundred Eighty-Four (184) Days from date hereof, with interest thereon at the rate of 11.50% per annum, from date of disbursement, payable at maturity. Principal and Interest payable in lawful money of the United States of America at the Farmers State Bank of Beecher, Beecher, Illinois, or at such other place as the legal holder thereof may from time to time in writing appoint. Principal, if not sooner paid, due February 15, 1991.

In the event the property described herein is sold by the maker hereof, then note described herein shall be due and payable in full instantler. Provided however that the holder of or owner of note may consent to release of this provision for acceleration.

The identity of the said principal note hereby secured is evidenced by the certificate thereof of said Trustee.

NOW THEREFORE, the said party of the first part for the purpose of securing the payment of said principal sum of money and said interest, according to the true intent and meaning of said principal note, and of said interest notes, and for the purpose of securing the faithful performance of the covenants and agreements herein contained, and also in consideration of the sum of one dollar (\$1.00) in hand paid, do hereby these presents convey and warrant unto the said party of the second part the following described real estate, with the improvements thereon and the rents, issues and profits thereof, and all lifting, heating, lighting and plumbing apparatus and all other fixtures now, or that may be hereafter, attached to said premises, and everything appurtenant thereto, situated in the County of Will, in the State of Illinois, to-wit:

Lots 1, 2, and 3 in Block 24 in the Second Addition to Columbia Heights, all being in the Subdivision of the North 1/4 of the Southeast 1/4 of Section 32 and Section 33 and the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

TAX# 32-33-309-053 (054, 055) Address: 31st Place & Union Avenue, STE 222, CHICAGO, ILL 60675 \$13.00

90484456

#222 TRAN 7344 10/04/90 11:51:00 #213 # B * 90-484456 COOK COUNTY RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures unto the said party of the second part, his successors and assigns forever, for the uses and purposes and upon the trusts herein set forth, and for the equal security of said principal and interest without preference or priority by means of priority of time of maturity thereof.

And the said grantor covenants and agrees as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay prior to the first day of June in each year, all taxes and assessments levied upon said premises; to commit or suffer no waste to said premises, to keep any and all buildings thereon in good repair, to keep all buildings at any time on said premises insured to the full insurable value thereof, against loss by fire and lightning, by policies in companies to be approved by the legal holder of said indebtedness and to deliver to the legal holder of said indebtedness the said insurance policies, with the usual mortgage or trustee clause attached thereto, making all loss, if any, thereunder payable to said Trustee, and interest may appear; to suffer no liens of mechanics or material men or other claims to attach to said premises. And in the event of the failure of said grantor so to pay said taxes and assessments, or to keep said buildings insured as aforesaid, or to keep said premises free from any such liens of mechanics or material men, the holder of said indebtedness may pay such taxes or assessments, or discharge, or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any lien of any mechanic or material men, or other claims attached to said property, and all moneys so paid and any other moneys disbursed by the legal holder of said indebtedness, to protect the lien hereof with interest thereon at the highest rate for which it is now in such case lawful to contract, from the date of payment, shall be so much additional indebtedness secured hereby, and it shall not be obligatory upon the holder of said indebtedness to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any lien of mechanics or material men, or of other claims attaching to said property, in advancing moneys in that behalf as above authorized.

IN THE EVENT OF A BREACH of any of the aforesaid covenants or agreements, on in case of default in the payment of any note secured hereby, or any installment of interest thereon, according to the terms thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without notice become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, in like manner as if all of said indebtedness had then matured by lapse of time.

IT IS FURTHER AGREED by the grantor that in case a right of foreclosure or other right of procedure, shall arise hereunder, in any of the manners above specified, the legal holder or holders of said principal note or of any part thereof or the said trustee for the benefit of such holder or holders shall have the right to bring such legal or equitable proceedings for the collection of the moneys hereby secured as may be necessary; that all reasonable and necessary expenses and disbursements, paid or incurred in behalf of the complainant in connection with the foreclosure hereof—including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing an

10/10/90

90484456

Box 64

13

