

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

90497629

THIS INDENTURE WITNESSETH, That Patrick K. Henry and Margaret P. Henry, his wife

(hereinafter called the Grantor), of 3501 W. 76th Street, Chicago, Illinois 60652

for and in consideration of the sum of Eight Thousand and no/100 Dollars

in hand paid, CONVEY AND WARRANT to Cole Taylor Bank of 7601 S. Cicero Chicago Illinois

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 one in Block three in Thomas M. Reader's West Seventy-Ninth Street Highlands being a Subdivision of the West one-half of the West one-half of the South East quarter (except the West fifty feet and except that part taken for West Seventy-Ninth Street) of Section Twenty-six, Township Thirty-eight, North, Range Thirteen East of the Third Principal Meridian, in Cook County, Illinois commonly known as 3501 W. 76th Street, Chicago, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

DEPT-01 RECORDING \$13.00  
T#8888 TRAN 2928 10/11/90 13:14:00  
#3521 # H # -90-497629  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Permanent Real Estate Index Number(s): 19-26-402-023  
Address(es) of premises: 3501 W. 76th Street-Chicago, Illinois 60652

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein, WHEREAS, The Grantor is justly indebted upon \$8,000.00 principal promissory note, bearing even date herewith, payable for the principal amount of \$8,000.00 on the note dated September 24, 1990

90497629

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 on 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 of Mortgagee, and second, to the Trustor herein as their interests may appear, such 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, 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 10.75 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 on its 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 compiling abstracts showing the whole title of said premises embracing foreclosure decree shall be paid by the Grantor; and the tax collector 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 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 and care of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner: Patrick K. Henry and Margaret P. Henry, his wife

IN THE EVENT of the deed or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Cole Taylor Bank of said County is hereby appointed to be first successor in this trust; and 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.

This trust is subject to \_\_\_\_\_  
Witness the hand and seal of the Grantor this 24th day of September 1990.

Patrick K. Henry (SEAL)  
Patrick K. Henry

Margaret P. Henry (SEAL)  
Margaret P. Henry

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

This instrument was prepared by Cole Taylor Bank, Helen Barker, 7601 S. Cicero, Chicago, Illinois (NAME AND ADDRESS)

# UNOFFICIAL COPY

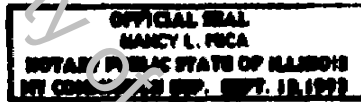
STATE OF U Illinois }  
COUNTY OF Cook } ss.

I, NANCY L. MICA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick K. Henry and Margaret P. Henry, 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 24th day of September, 1990.

(Impress Seal Here)



Nancy Mica  
Notary Public

Commission Expires Sept 12, 1992

Cook County Clerk's Office

90497629

BOX No. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**

TO  
COLE TAYLOR BANK  
P. O. BOX 697  
LOMBARD, IL. 60148-0697

13<sup>00</sup> E