

CAUTION: Consider a lawyer's advice before 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.

THIS INDENTURE WITNESSETH, That **JOHN PHILLIPS**

(hereinafter called the Grantor), of **5401 W. Cullom, Chicago, IL.**

for and in consideration of the sum of **TEN AND NO 00/100 (\$10.00)**

in hand paid, CONVEY AND WARRANT to **MARK TURENNE AND NANCY TURENNE, HIS WIFE** of **5846 W. Dakin, Chicago, IL.**

as Trustee, and his successors in trust hereinafter, 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 12 (EXCEPT THE EAST 1/2) AND ALL OF LOT 19 IN BLOCK 10 IN SUBDIVISION OF BLOCKS 9 TO 16 INCLUSIVE OF MARTIN LUTHER COLLEGE SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 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): **13-20-205-004-0000**
Address(es) of premises: **5846 Dakin, Chicago, IL. 60634**

IN TESTIMONY WHEREOF, the purpose of securing performance of the covenants and agreements herein, the Grantor has justly indebted upon a principal promissory note bearing even date herewith, payable

in monthly installments of **\$424.65** commencing June 1, 1991 to balloon on June 1, 2001, with interest at 8% per annum. THE INTEREST ON THIS CONTRACT WILL RISE ONE (1) POINT FOR EVERY TWO (2) POINTS THE PRIME RATE RISES DURING THE LIFE OF THIS AGREEMENT.

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 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, and to be authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee; and second, to the Trustee herein as their interests may appear, which policies shall be left and remain in force until the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior encumbrances, 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 encumbrances or the interest thereon when due, the grantor 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 encumbrances 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 **8** percent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the foregoing 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 will interest thereon from time of such breach at **8** percent per annum, shall be recoverable by foreclosure thereon, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS ACKNOWLEDGED 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 documents, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosures decrees -- 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 be case heretofore 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 person 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 **Mark Turenne and Nancy Turenne**

IN THE EVENT of the death or removal from said **COOK** County of the grantee, or of his resignation, refusal or death, the **91302180** of said County is hereby appointed to be first successor in this trust.

EXECUTOR OF ESTATE OR SURVIVOR of said County is hereby appointed to 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 and discharge to the County entitled, on receiving his reasonable charges.

This deed is being recorded as **1st mortgage recorded against said property to Plaza Bank**

Witness the hand and seal of the Grantor this _____ day of _____, 19____

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

MARK TURENNE

(SEAL)

NANCY TURENNE

(SEAL)

MAIL TO: **JAMES P. ETCHINGHAM, 1550 N. Northwest Hwy., #311, Park Ridge, IL. 60068**

(PRINT AND ADDRESS)

UNOFFICIAL COPY

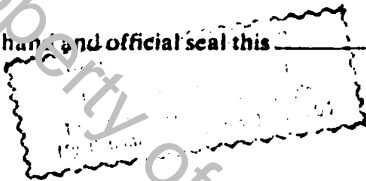
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARK TURENNE and NANCY TURENNE, his wife

personally known to me to be the same person whose name S 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 _____ day of _____, 19____.

(Impress Seal Here)



James A. [Signature]
Notary Public

Commission Expires _____

BOX No. _____
SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE
LEGAL FORMS