Cole Taylor Bank/Ford City
7601 South Cicero Avenue
Chicago, Illinois 60652
312-284-3500

0393091 2

5501 West 79th Street
Burbank, Illinois 60459
312-424-9450

HARRY TO PICK UP!

COLE TAYLOR BANK

December 3, 1990

Cook County Recorder
Torrens Division
118 North Clark
Room 230
Chicago, Illinois 60602

RE: DANIEL T. FRAWLEY
TORRENS
LETTER OF LATE DELIVERY

To Whom It May Concern:

The undersigned on oath deposes and say that the mortgage dated March 6, 1990 from Daniel T. Frawley to Cole Taylor Bank was delivered to Chicago Title and Trust on November 29, 1990. It was through error and oversite that said document was not filed in the Office of the Registrar of Titles, Cook County, Illinois.

The undersigned further swears that said documents are in full force and effect. In order to induce the Registrar to accept and file the aforesaid document, the undersigned holds harmless the Office of the Registrar of Titles, Cook County, Illinois, against any and all loss or damage which may occur by reason of said late registration.

Very truly yours,

COLE TAYLOR BANK

David A. Lilek
Vice President

Kay Zilka
Assistant Vice President

Subscribed and sworn to
before me this 3rd day of
December, 1990.

Nancy L. Funk
Notary Public

" OFFICIAL SEAL "
NANCY L. FUNK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/27/93

EXHIBIT "A"

LEGAL DESCRIPTION

Unit 1724: That part of Lots 119, 120, 121 and 122, taken as a tract, in Wheeler's Subdivision of Block 6 in Sheffield's Addition to Chicago in the East 1/2 of the South East 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the most Northerly corner of said Lot 122 (being also the South West corner of the intersection of West Willow Street and North Fremont Street) thence due South along the East line of said Lots 122 and 121 a distance of 89.24 feet for a point of beginning of the tract to be described herein, continuing thence South along the East line of said Lot 121, 120 and 119, a distance of 39.75 feet to a point which is 103.92 feet North of the most Southerly corner of Lot 119 aforesaid; thence due West a distance of 28.437 feet; thence North 44 degrees 46 minutes 13 seconds West, a distance of 55.991 feet; thence due East a distance of 67.869 feet to the point of beginning, in Cook County, Illinois.

Permanent Index No.'s: 14-32-421-004, 14-32-421-005

Commonly known as address: 1724 North Fremont, Chicago, Illinois

BY: Daniel T. Frawley
Daniel T. Frawley

Date: 3-6-90

EXHIBIT "B" 9 3 0 9 1 2

Interest shall be at the per annum rate of One-Quarter Percent (1/4%) in excess of the Prime Rate (defined below), payable monthly commencing 9-1-90, and on the same day of each month thereafter on the aggregate unpaid principal balance. Interest after Default or Maturity, on the aggregate unpaid principal balance from time to time unpaid shall be at the per annum rate of Four Percent (4%) in excess of the aforesaid rate.

"Prime Rate" means the rate of interest established from time to time by Cole Taylor Bank, hereinafter called the Bank, as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the Bank's Prime Rate, all as shown on the books and records of the Bank. The Prime Rate will fluctuate hereunder from time to time concurrently with each change in the Bank's Prime Rate with or without notice to anyone.

BY: Daniel T. Frawley
Daniel T. Frawley

Dated; March 6, 1990

3930912

MAIL TO
Cole Taylor Bank
5501 W. 79th Street
Burbank, IL 60459

SECOND MORTGAGE FORM (Illinois) September, 1975 **3930912** LEGAL FORMS

NOTE IDENTIFIED

THIS INDENTURE, WITNESSETH, That DANIEL T. FRAWLEY A BACHELOR

(hereinafter called the Grantor), of 1724 North Fremont (No. and Street) Chicago (City) Illinois (State)

for and in consideration of the sum of One Hundred Twenty Thousand and NO/-----($120,000.00) Dollars in hand paid, CONVEY AND WARRANT to COLE TAYLOR BANK of 5501 West 79th Street (No. and Street) Burbank (City) Illinois 60459 (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 City of Chicago County of Cook and State of Illinois, to-wit:

Please refer to Exhibit "A" attached

Notwithstanding anything contained herein to the contrary, the amount of indebtedness secured by this Mortgage shall not exceed 200% of the original stated principal amount(s) of the Note(s) herein described.

Each of the undersigned hereby releases, waives and conveys to the mortgagee hereunder all rights under and by virtue of the homestead exemption laws of the State of Illinois, with respect to the property which is the subject of this mortgage. If any of the undersigned is not in title to such property, such undersigned is executing this mortgage solely to release, waive and convey to mortgagee such rights.

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

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor Daniel T. Frawley, justly indebted upon a Secured Revolving Note ~~xxxxxxxxxxxxxxxx~~ bearing even date herewith, payable

Please refer to Exhibit "B" attached

3930912

MORTGAGE

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, 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 Mortgagees or Trustees 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 eight 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 eight 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: Daniel T. Frawley A BACHELOR

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 ____ 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 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.

Witness the hand and seal of the Grantor this 6th day of March, 19 90.

Daniel T. Frawley (SEAL)
Daniel T. Frawley

(SEAL)

This instrument was prepared by COLE TAYLOR BANK, 5501 West 79th Street, Burbank, IL 60459
(NAME AND ADDRESS)

LEGAL DESCRIPTION ATTACHED AS PART OF THIS PROPERTY OF CTC# 1478734 AND OTHER PROPERTY

NOV 30 1990

Affidavit of Title Delivery attached

90-151-704

STATE OF Illinois
COUNTY OF Cook } SS.

I, Nancy L. Funk, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel T. Frawley, A BACHELOR

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 notarial seal this 6th day of March, 19 90

(Impress Seal Here)

Nancy L. Funk
Notary Public

Commission Expires

"OFFICIAL SEAL"
NANCY L. FUNK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/27/93

3930912

3930912

3930912

Deed to
Address
Notified

Submitted by

CASH
RECORDER OF DEEDS

90 DEC -6 PM 3 51

3930912

BOX No.

SECOND MORTGAGE
Trust Deed

TO

Return To
Cole Taylor Bank
5501 W. 79th Street
Burbank, IL 60459

GEORGE E. COLE®
LEGAL FORMS