

TRUST DEED - SECOND MORTGAGE FORM (ILLINOIS)

This Indenture, WITNESSETH, That the Grantor William Pool and Maria Pool (his wife) 1944 E. 93rd St.

of the CITY of CHICAGO, County of Cook and State of Illinois Cents

for and in consideration of the sum of Three Thousand One Hundred and Ninety-Four and Fourty Dollars in hand paid, CONVEY AND WARRANT to Arthur Elkin Trustee

of the City of Chicago, County of Cook, and State of Illinois 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, gas and plumbing apparatus and fixtures, and every thing 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 4 (except the West 16 Feet thereof) and all of Lot 5 in the Subdivision in Block 23 in Stony Island Heights Subdivision in the South West 1/4 of Section 1, Township 32 North, Range 14, East of the Third Principal Meridian.

Permanent Tax No.: 25-01-315-038

Heroby 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 William Pool and Maria Pool (his wife) justly indebted upon one principal promissory note, bearing even date herewith, payable

Consumer's Heating and Air Conditioning 525 W. 76th St., Chicago, Illinois 60620 payable in 60 successive monthly installments each of \$53.24 due May 1, 1986 on the note commencing on the 1st day of May 1986, and on the same date of each month thereafter, until paid, with interest at a maturity at the highest lawful rate.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) To pay prior to the first day of June 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, use or at any time on said premises insured in companies to be selected by the grantor 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 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 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 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 hereon from the date of payment at seven 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 accrued 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 seven 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 Aforesaid by the grantor that all expenses and disbursements paid or incurred at behalf of complainant in connection with the foreclosure hereof, including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of preparing or completing abstract showing the whole title of said premises embracing foreclosure decree as such, may 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, 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 assumed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for the heirs, executors, administrators and assigns of said grantor, waive all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said 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.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then Arthur Elkin 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 soul of the grantor this 10th day of April, A. D. 1986

Handwritten signatures of William Pool and Maria Pool with (SEAL) markers.

86137702

UNOFFICIAL COPY

Box No.

SECOND MORTGAGE

Trust deed

TO

Arthur Elkin, Trustee

THIS INSTRUMENT WAS PREPARED BY:

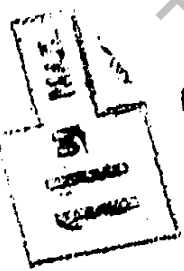
Martin A. LeBlanc
Consumer's Heating
525 W. 76th St.
Chicago, Illinois 60620

Mail to:
Martin A. LeBlanc
Consumer's Heating
525 W. 76th St.
Chicago, Illinois 60620

Property of Cook County Clerk's Office

86137702

0451 PB 30728199



DEPT-01 RECORDING \$11.25
TRAN 0468 09/10/86 11:32:00
#0937 # 2 * 86-137702

I, MARTIN A. LE BLANC
County of Cook }
State of Illinois }
Notary Public in and for said County, in the State aforesaid, do hereby certify that
WILLIAM POOL AND MARIA POOL
personally known to me to be the same person, whose name
instrument, appeared before me this day in person, and acknowledged that he, she, signed, routed and delivered the said instrument
 subscribed to the foregoing
na free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
day of April
A. D. 1986
Martin A. LeBlanc
Notary Public