

THIS IS A **SENIOR MORTGAGE** 36-56693

This Indenture,

WITNESSETH, That the Grantor

..... Gregory and Rosetta Poole, *HIS WIFE*

89204881

of the city..... of Chicago..... County of..... Cook..... and State of..... Illinois
for and in consideration of the sum of Twenty Four Thousand Eight Hundred Twenty Two & no/100
in hand paid, CONVEY, AND WARRANT to DENNIS S. KANARA, 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..... city..... of..... Chicago..... County of..... Cook..... and State of Illinois, to-wit:
Lot 33 and the South 6 feet of Lot 34 in Block 1 in South Chicago Heights, a Subdivision of the West half of the Southwest quarter of Section 6 North of the Indian Boundary Line, Township 37 North, Range 15, East of the Third Principal Meridian (except Railroad lands) in Cook County, Illinois.**

Commonly Known As: 9139 S. Kingston-Chicago, IL
Permanent Tax Number: 26-06-303-051

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's Gregory and Rosetta Poole, *HIS WIFE*

justly indebted upon..... one retail installment contract bearing even date herewith, providing for 120
installments of principal and interest in the amount of \$ 206.85 each until paid in full, payable to
Mid-City Lumber & Supply Co. Inc Assigned to Lakeview Trust Savings Bank.

89204881

THE GRANTOR..... covenant..... and agree..... as follows: (1) To pay said indebtedness, and the interest thereon, as herein 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 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 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 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..... agree..... to repay immediately without demand, and the same with interest thereon 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 AGREED by the grantor..... that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, enforcing 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 at 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 a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. It is granted..... for said grantor..... and his 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 until 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

Thomas F. Bussey..... 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 if 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 25th... day of... March... A. D. 1989

G. Gregory Poole (SEAL)
R. Rosetta C. Poole (SEAL)
..... (SEAL)
..... (SEAL)

Box No. 146

Trust Deed

Margaret J. Rosetta Poole
913 3rd St. Kings Station
Chicago IL 60617
TO

DENNIS S. KANARA, Trustee

JANETTE BANK TRUST VIEW
1201 NO. ASHLAND AVE.
CHICAGO, ILLINOIS 60607

THIS INSTRUMENT WAS PREPARED BY:

1110 City Lakeside
3525 N. Peterson
Chicago IL 60659
LAW OFFICE OF DENNIS S. KANARA
3201 N. ASHLAND AVE. CHICAGO, ILLINOIS 60657
312/525-2180

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-91
#4444
#1111
TRAN 6834 05/08/89 12:39:00
89-204881
COOK COUNTY RECORDER

89204881
8850268

OFFICIAL SEAL
LOUIS P. PAUL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9, 1992

I, Louis P. Paul
County of Cook
State of Illinois } ss.
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Margaret J. Rosetta Poole
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 she signed, sealed and delivered the said instrument
to me free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead
which she has and her heirs, assigns and assigns forever.
Witness my hand and Notarial Seal, this 8th day of March, A. D. 1989.

[Signature]
Notary Public

12/89