05868773

This Indenture, witnesseth, that the Grantor
Lolita Poole and James D. Poole Jr.
O,r
of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of Four Thousand and 00/100 Dollars
in hand paid, CONVEY. AND WARRANT to. John A. Laskey
of the City of Chicago County Cook and State of Unanis
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 beating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and prome of said premises, situated
in the City of Chicago County Cook and State of Minois, to-wit:
Lot 16 in Block 7 in Orvis Subdivision of the Northeast 1/4 of the Southeast 1/4 of Section 7. Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
PIN: 20-07-414-040 PROPERTY: 5238 Marshfield Chicago, IL
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Hereby releasing and waiving all rights under and by virtue of the homestead exemption taws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Granter's Lolita Poole &	James D. Pool	e Jr.
justly indebted upon their one retail inst	tallment contract bearing	even date herewith, providing for 48
installments of principal and interest in the amount of \$	105.83	each until paid in full, payable to
Discount Home Remodelers Inc Assigned to:		
Old Re 4902 1	Ppublic IFA Corp W. Irving Park Rd	
Chi	cago, IL 60641	*******

The Grantor covenant and agreems 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 therefore; (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 granter 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 Trustees herein as their interests in an appear, which policies shall be left and remain with the said Mortgages or Trustees until the indebtedness is fully paid; (6) to pay ell 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 grantee or the holder of said indebtedness, may procure such insurance, or may 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... 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 earned interest shall, at the option of legal holder thereof, without notice, become mini diately 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 granter... that all expenses and disbursements paid or incurred in behalf of complainent in connection with the forectosure hereof—including reasonable solicitors fees, outlays for documentary evidence, stenographe,'s charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreelosure decree—shall be paid by the granter...; and the like expenses and disbursements, occasioned by any suit or proceedings wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the granter.... 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 a release hereof given, until all such expenses and disbursements, and the costs of sait, including solicitor's fees have been paid. The granter... and for the heirs, executors, administrators and assigns of said granter... 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 granter..., or to any party claiming under said granter..., appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

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of his refusal or failure to act, then John A. Laskey	of said County is hereby ap	pointed to be first successor
in this trust; and if for any like cause said first successor Deeds of said County is hereby appointed to be seen agreements are performed, the grantee or his successor reasonable charges.	nd successor in this trust. And when all t	he aforesaid covenants and
Witness we) and and scal of the grantor t	his 3140 day of Octobeve	
*	Lolita Poole	(SEAL)
1 * (James W. Poole	A. (SEAL)
C	t County Clarks	(SEAL)
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State of ... Illinois } (155). County of Cook

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sum person . 9 wt.
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A wt. for the mer and purpose.

A D 19 96. n ivotary Public in and for said County, in the State aforewild. De Perelig Certify that Lolita Poole & James D. Poole Jr. impliment, appeared before me this day to person, and acknowledged that...he,...signed, scaled and delivered the said tustrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My Commission Expires 9/18/97

THIS INSTRUMENT WAS PREPARED BY

MAIL TO:

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