

88336947

This Indenture, WITNESSETH, That the Grantor Ruben Rupert, Jr., and Belinda Rupert, his wife,

of the City of Chicago, County of Cook, and State of Illinois, for and in consideration of the sum of Four Thousand Eight Hundred Sixty-Nine and 68/100 Dollars in hand paid, CONVEY, AND WARRANT to R.D. McGLYNN, 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 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:  
Lot 40 in Block 2 in the Calumet and Chicago Canal and Dock Company's subdivision  
of that part of the South East 1/4 of Section 2, Township 37 North, Range 14 East  
of the Third Principal Meridian, lying East and North of the Railroad, in Cook  
County, Illinois.

P.R.E.I. # 25-02-404-006.

Property Address: 9117 S. Blackstone, Chicago.

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 Grantors Ruben Rupert, Jr., and Belinda Rupert, his wife,

justly indebted upon one retail installment contract bearing even date herewith, providing for 60  
installments of principal and interest in the amount of \$ 81.16, each until paid in full, payable to  
Ace Home Improvement Services Inc. and assigned to Pioneer Bank & Trust Company.

The Grantor covenant and agree as follows: 1. To pay said indebtedness, and the interest thereon, as herein and it, and before provided, or according to an 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 satisfy receipts therefor, 3. within forty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged, so that same to said premises shall not be commuted or suffered, 4. to keep all buildings now or at any time on said premises in repair in accordance to what is deemed to be proper by the grantor, interest, which is hereby authorized to inspect the said buildings, and premises, and make such repairs as he deems necessary, and second, to the Trustee, or to the assignee, and assignee of this instrument, which policies shall be kept and remain with the said Mortgagors or Trustee until the indebtedness is fully paid, 4. to give all prior notices, and the interested therein, of the time or manner when the same shall become due and payable.

In case of failure to insure, or pay taxes or assessments, or the prior uncertainties of the interest therein when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or pay such tax, or in effecting said payment by all other means 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, the sum from the date of payment at seven per cent, per annum, shall be no much additional indebtedness accrued hereby.

In case 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, in 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 claimant in connection with the foreclosures, including reasonable valuations fees, outlays for documentary evidence, claimant's charges and of pursuing or collecting debts showing the whole title of said premises, or the being delivered thereof, shall be paid by the grantor, and the like expenses and disbursements, accumulated by any suit or proceeding wherein the grantor or any holder of the debt of said indebtedness, as such, shall be a party, shall also be paid by the grantor. All such expenses and disbursements shall, in addition, be spent and incurred, shall be paid as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, when a decree of sale shall have been entered to sell, that bid the highest, shall be received given, until such judgment or attachment, and the same suit, or proceeding, for the recovery of the same, and the grantor, and the holder of the debt, and the administrators and assigns of said grantor, shall have all right to the possession of, and income from, and portions pertaining such foreclosure proceedings. The grantor, 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 grantor, or his refusal or failure to act, there

Joan J. Behrendt, of said County is hereby appointed to be first successor to this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Receiver of Deeds of said County is hereby appointed to be second successor to this trust. And when all the aforesaid covenants and agreements are performed, the trustee in his successor in trust, shall release said premises to the parts entitled, on receiving the reasonable charges.

Witness the hand and seal of the grantor this 6th day of June A.D. 1988

X Ruben Rupert Jr. SEAL  
X Belinda Rupert SEAL

SEAL

SEAL

SEAL

SEAL

# UNOFFICIAL COPY

## Trust Deed

Box No. .... 22 .....

TO  
R. D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

pioneer Bank and Trust Company  
4000 W. North Ave.  
Chicago, Illinois 60639

REC'D - 133354-A

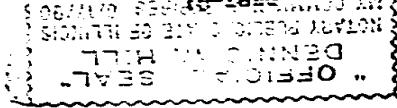
88366947

133-335947

Cook County Recorder

#0651 #D #GB-336947

133-335947  
TUESDAY, MAY 19, 1987  
RECEIVED FROM THE RECORDER'S OFFICE  
AT 12:30 PM



day of June ..... A.D. 1988.

Witness under my hand and Notarial Seal, this 6th

of Chez J.R. free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Instrument, prepared before me this day in person, and acknowledged that I, Chez J.R., signed, sealed, delivered and delivered the said instrument

personally known to me to be the same persons, whose names, ate, ..... subscribed to the foregoing

....., RUPERT, this 6th day of June, 1988.

a Notary Public in and for said County, in the State aforesaid, the Notary Publicly charter, Rutherford, RUPERT, J.C. and Belinda

I, the undersigned, ..... RUPERT, this 6th day of June, 1988.

State of Illinois ..... County of Cook ..... }  
} 55.