

UNOFFICIAL COPY

TRUST DEED

NO. 101

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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 60/100 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 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 40 in Block 2 in the Calumer 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.L. # 25-02-404-006

Property Address: 9117 S. Blackstone, Chicago

Hereby releasing and waiving all rights under and by virtue of the homestead exemption law 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 in said notes 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 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 on said premises shall not be committed or suffered, 5. to keep all buildings now or at any time on said premises insured in compliance to be directed by the grantor herein, who is hereby authorized to place such insurance on companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable 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 encumbrances, and the interest thereon, at the time or times when the same shall become due and payable

In the event of failure to insure, or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, the grantor as the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any such lien or title affecting said premises in any all the circumstances 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 herein are provided including reasonable attorney fees, outlays for documentary evidence, depositions, charges, cost of procuring or completing abstract showing the whole title of said premises, estate being foreclosed, Deeds shall be paid by the grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor 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 removed, but a decree being given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, in said grantor, and in 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 grantor, or of his refusal or failure to act, then

Joan J. Behrendt 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 grantor or his successor in trust, shall release said premises to the party entitled, on receiving the reasonable charges

Witness the hand and seal of the grantor this 6th day of June, A. D. 19 88

X Ruben Rupert Jr. (SEAL)
X Belinda Rupert (SEAL)

88336947

UNOFFICIAL COPY

WILL CALL \$12.90

Box No. 22

Trust Deed

TO
R.D. McGLYNN, Trustee

THIS INSTRUMENT WAS PREPARED BY:

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

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Property of Cook County Clerk's Office

88-385947

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OFFICIAL SEAL
DENNIS W. HILL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07/17/90
\$12.90
1988 JUN 15 15:06:08
#0651 # D * 88-385947
COOK COUNTY RECORDER

I, The Undersigned, _____
a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ruben Rupert, Jr., and Belinda
Rupert, his wife, _____
personally known to me to be the same persons, whose names are _____
instrument, appeared before me this day in person, and acknowledged that they, signed, sealed and delivered the said instrument
as their 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 June, A. D. 1988.

Notary Public