

90093565

This Indenture,

WITNESSETH, That the Grantor

Robert H. Kauffmann and May E. Kauffmann

his wife

2655 W. Pershing

of the City of Chicago County of Cook and State of Illinois

for and in consideration of the sum of Eight Thousand Dollars & NO/100 Dollars in hand paid, CONVEY AND WARRANT to THOMAS J. MICHELSON, 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 11 in the subdivision of PARK'S SECOND SUBDIVISION OF PART OF THE WEST 1/4 of the NE 1/4 of Sec 1, Township 18 North Range 10 East of the Third Principal Meridian W Cook County, Illinois

COMMONLY KNOWN AS 2655 W. PERSHING

PIN # REC-1-200-028

DEPT-01 RECORDING 13.00
1M444 TRNN 3261 02/28/90 11 31 00
#5308 # D # 20-093565
COOK COUNTY RECORDER

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 Robert H. Kauffmann and May E. Kauffmann, his wife

justly indebted upon one rental installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 134.85 each until paid in full, payable to

Sav-Mor Construction Co., Inc.

90093565

assigned to

LaSalle Bank Lakeview

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 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 to forward to said trustee 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 in repair 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 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. 7) In the event of failure 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 any 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 as much additional indebtedness secured hereby. 8) In the event of any breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all 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. 9) It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof including reasonable solicitor fees, outlays for the necessary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree shall be paid by the grantor. 10) The grantor covenants and agrees that 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 be paid by the grantor. 11) The grantor covenants and agrees that disbursements shall be an additional lien upon said premises, all to be taxed as costs and included in any decree that may be rendered in such proceedings, which proceeding, whether decree or 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 and outlays, 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 Indenture, the grantor 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 of and manage said premises with power to collect the rents, issues and profits of the said premises.

In case of the death, removal or absence from said

ROBERT W. WILSHE

County of the grantor, or of his refusal or failure to act, then

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, then the holder of the note is hereby empowered to appoint a new successor in trust through a resolution of the board. 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 his reasonable charges.

Witness the hand and seal of the grantor this 26th day of January A. D. 19 90

Robert H. Kauffmann (SEAL)

May E. Kauffmann (SEAL)

(SEAL)

(SEAL)

1300

UNOFFICIAL COPY

Box No. 146

Trust Deed

Robert & May Kaufmann

3655 W. Paulding
Chicago IL 60632

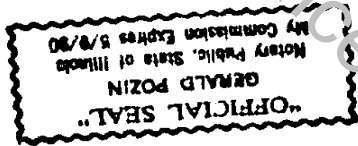
THOMAS J. MICHELSON, Trustee

THIS INSTRUMENT WAS PREPARED BY:

Don-Moe Construction
4868 Demstee St
SHEKIE II 60076
LASSIE Bank Lake View

Property of Cook County Clerk's Office

59336006



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert H. Kaufmann, and May E. Kaufmann, his wife, personally known to me to be the same person whose names are subscribed to the foregoing 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 26th day of January, A. D. 19 90

[Signature]
Notary Public

State of Illinois }
County of Cook } 955