

This Indenture, WITNESSETH, That the Grantor
A. C. Ruffin

of the City of Chicago, County of Cook and State of Illinois
for and in consideration of the sum of Two Thousand Nine Hundred and 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 37 in Block 4 in James H. Brewsters Subdivision
of the North 20 Acres of the South 40 Acres of the East 1/2
of the Northeast 1/4 of Section 15, Township 39 North,
Range 13 East of the Third Principal Meridian in
Cook County, Illinois.

PIU 16 B 223-033

Commonly known as 4028 W Van Buren St, Chicago, Ill.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois
in this, nevertheless, for the purpose of securing performance of the covenants and agreements herein
WHEREAS, The Grantor's A. C. Ruffin

justly indebted upon one retail installment contract bearing even date herewith, providing for 36
installments of principal and interest in the amount of \$ 704.35 each until paid in full, payable to
A Day & Night Heating & Engineering - Assigned
to Co-Sale Bank, Chicago

DEPT-01 RECORDING 113.00
T:1111 TRAN 6214 01/23/91 12:18:00
#2765 A *91-035067
COOK COUNTY RECORDER

THE GRANTOR covenants and agrees 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 on demand to exhibit receipts therefor 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; 3. That waste to said premises shall not be committed or suffered; 4. To keep all buildings now or at any time on said premises covered in company 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 policy, 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; 5. To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; 6. In the event of failure to comply with any of the foregoing provisions, or the prior incumbrances of 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 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 agrees to repay immediately without demand, and the same with interest hereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby; 7. In the event of a breach of any of the above covenants or agreements the whole of said indebtedness, including principal and all earned 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 in equity, the same as if all of said indebtedness had then matured by express terms; 8. It is agreed by the grantor that all expenses and disbursements paid or incurred on behalf of complainant in connection with the hereinafter stated, including reasonable solicitors fees, outlays for documentary evidence, stenographic charges, cost of procuring or completing abstract showing the whole title of said premises, including burlesque decree as such, may be a party, shall also be paid by the grantor; 9. All such expenses and disbursements shall be an additional lien upon said premises, shall be paid 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, but a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitors fees have been paid; The grantor, his said grantor, and of 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 grantee, or of his refusal or failure to act, then Robert W. Wilshe of said County is hereby appointed to be first successor in this trust, and if for any like cause, and 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 7th day of November, A. D. 1990
A. C. Ruffin (SEAL)

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1300

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UNOFFICIAL COPY

Box No. 146

Trust Deed

A.C. Kiffin
4311 N. Halsted
Chicago, Ill. 60641

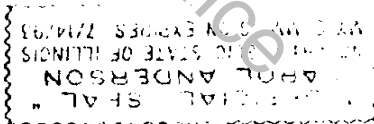
THOMAS J. MICHELSON, Trustee

CHICAGO, ILL. 60607

THIS INSTRUMENT WAS PREPARED BY:

A Day & Night Trust Company
361 N. LaSalle
Chicago, Ill. 60601
LaSalle Bank Lake View

Property of Cook County Clerk's Office



day of November, A. D. 1990

I, Carol Anderson, Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness under my hand and Notarial Seal, this 7th day of November, A. D. 1990

State of Illinois }
County of Cook } 55.

Carol Anderson
Notary Public

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