

91035068

This Indenture, WITNESSETH, That the Grantor

A C Rutlin

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 6 in Trancey's Subdivision of Lots 7 & 8 of Divers's Subdivision of the west part of Blocks 3, 4, 9 and 10 of 1/2 Sec. 17, Range 15 N and Keenfoot's Subdivision of the East 1/2 of the Southeast 1/4 of Section 11 Township 39 North, Range 15 E T P M in Cook County, Ill.

Area 16 1/2 Acres - 006

DEPT-01 RECORDING 113.00
T#1111 TRAM 6214 01/23/91 12:14:00
#2766 : A * - 91 - 035068
COOK COUNTY RECORDER

Commonly known as 319 N. Henn

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 A C Rutlin

justly indebted upon one retail installment contract bearing even date herewith, providing for 360 installments of principal and interest in the amount of \$ 102.59 each until paid in full, payable to

A Day & Night Heating & Equipping - Assigned To CASALE BANK Lake View

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; 3. To keep all buildings now or at any time on said premises insured in companies 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 payable first to the first Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be left and run up with the said Mortgagee or Trustee until the indebtedness is fully paid; 4. To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable; 5. In the event of failure to insure or pay taxes or assessments, 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 tax 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 on 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; 6. 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 both, the same as if all said indebtedness had then matured by express terms; 7. It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for the ordinary evidence, stenographer's charges, cost of procuring abstract showing the who's title of said premises, including foreclosure decree 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 dismissed, not a release hereof given, until all such expenses and disbursements, and the costs of suit, including selector'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, and 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 and 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 relayal or family to act then

ROBERT W. WILSHE

any like cause, and first successor (and/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 trust. And when all the aforesaid covenants and agreements are performed, the grantee 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. 1980

A C Rutlin

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1300

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UNOFFICIAL COPY

Box No. 117

Trust Deed

*319 N. Dearborn
Chicago, Ill.*

THOMAS J. MICHELSON, Trustee

TO

*Joan C. Dunn
319 N. Dearborn
Chicago, Ill.*

THIS INSTRUMENT WAS PREPARED BY:

LaSalle Bank Lake View

Property of Cook County Clerk's Office

"OFFICIAL SEAL"
Joan C. Dunn
Notary Public State of Illinois
My Commission Expires March 30, 1991

I, Joan C. Dunn
a Notary Public in and for said County, in the State aforesaid, do hereby Certify that A. C. Buffin
personally known to me to be the same person whose name
instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument
as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
(Here, under my hand and Notarial Seal, this
day of *September* A. D. 19*91*
Joan C. Dunn
Notary Public

State of Illinois }
County of Cook }
1991

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