

# UNOFFICIAL COPY

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V9002

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made NOVEMBER 1, 1993, between Pedro Padilla & Judy Padilla herein referred to as "Grantors", and

of Illinois, herein referred to as "Trustee", witnesseth:  
THAT, WHEREAS the Grantors have promised to pay to H.C.P. Sales, Inc., herein referred to as

"Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of 3859.20  
Three Thousand Eight Hundred Fifty Nine and 20/100 Dollars (\$3859.20),  
evidenced by one certain Contract of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors promise  
to pay the said sum in 36 consecutive monthly installments: 35 at \$ 107.20, followed by 1 at \$ 107.20, followed by  
0 at \$ 0, with the first installment beginning on 12/20, 1993 and the remaining installments continuing on  
(Month & Day)

the same day of each month thereafter until fully paid. All of said payments being made payable at 3101 N. Cicero, Chicago, IL 60641,  
Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

The principal amount of the Contract is \$ 3050.00. The Contract has a Last Payment Date of 11/20, 1996.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago

COUNTY OF COOK AND STATE OF ILLINOIS, to wit:  
Lot 24 in Block 134 A Chicago Heights in the Northeast 1/4  
of Section 28, Township 35 North, Range 14 East  
of the third Principal Meridian.  
P.I. N. 32-28-205-02  
C.K.A. 2712: 23rd St., Chicago Heights, IA-6500

DEPT-91 RECORDING 625.50  
T#8888 TRAM 3467 12/23/93 14:18:00  
#8533 # \*-03-059875  
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."  
TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits.  
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

### COVENANTS, CONDITIONS AND PROVISIONS

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder, Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.
- Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies at least ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or premise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures. Inaction of Trustee or Beneficiary shall not be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.  
WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

X Pedro Padilla (SEAL) X Judy E. Padilla (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)

STATE OF ILLINOIS.

County of COOK

I, Shelly Berkowitz  
SS. a Notary Public in and for and residing in said County, in the State aforesaid. DO HEREBY CERTIFY THAT  
Pedro Padilla & Judy Padilla

who are personally known to me to be the same persons whose names are subscribed to the foregoing  
Instrument, appeared before me this day in person and acknowledged that they signed and delivered the  
said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of NOVEMBER, 1993  
Shelly Berkowitz  
Notary Public



This instrument was prepared by  
S. Berkowitz, 3101 N. Cicero, Chicago, IL.  
(Name) (Address)

2020  
JW

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED FROM PAGE 1 OF THIS TRUST DEED:

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- 1. The Trustee or Beneficiary hereby secured... 2. Grantors shall pay each item of indebtedness... 3. When the indebtedness hereby secured shall become due... 4. The proceeds of any foreclosure sale... 5. Upon, or at any time after the filing of a bill to foreclose... 6. No action for the enforcement of the lien... 7. Trustee or Beneficiary shall have the right to inspect... 8. Trustee has no duty to examine the title... 9. Upon presentation of satisfactory evidence... 10. In case of the resignation, inability or future act of Trustee... 11. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors...

ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to DCRS Holdings

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 5 day of November, 1993

M.C.P. Salas, Jr. (Seal)

CORPORATE SELLER SIGN HERE

ATTEST:

(Its Secretary)

By

(Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of

who personally known to me to be the same person whose name subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that signed and delivered the said Assignment as free and voluntary act. GIVEN under my hand and Notarial Seal this day of A.D. 19

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of Cook

who personally known to me and who executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that they signed and delivered the same as their free and voluntary act as such

offices in the name of and on behalf of said corporation for the uses and purposes therein set forth. ELLEN SUGERMAN this day of A.D. 1993

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/29/94

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

231 E. 23rd St Chicago Heights IL 60411

NAME

STREET

CITY

AFTER RECORDING RETURN TO: PORTFOLIO ACCEPTANCE CORP 8131 LBJ FRWY., SUITE 775 DALLAS, TX 75251 ATTN: PACKAGING-DEPT.

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

03059875 DELIVERY