

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made DECEMBER 18 1992, between PEGGY LYNN BURITA SINGLE NEVER MARRIED hereinafter referred to as "Grantors", and TRI R CONSTRUCTION of CHICAGO, IL Illinois, hereinafter referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ASSOCIATES FINANCIAL SERVICES hereinafter referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of NINETEEN THOUSAND, SEVENTY-SIX DOLLARS AND FORTY CENTS Dollars (\$ 19076.40), evidenced by one certain Contract 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 84 consecutive monthly installments: 84 at \$ 227.10, followed by N/A at \$ N/A, followed by N/A at \$ N/A, with the first installment beginning on JANUARY 18 1993 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at ASSOCIATES FINANCIAL SERVICES 7035 W. NORTH AVE, OAK PARK, IL. 60302 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 \$ 11600.00. The Contract has a Last Payment Date of DECEMBER 18 1999.

NOW, THEREFORE, the Grantors promise 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 21 IN BLOCK 7 IN HOLSTEIN IN THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 2321 W. LYNDALE, CHICAGO, IL
TAX NO. 14-31-111-019

DEPT-81 RECORDING \$23.00
T#5555 TRAM 4602 12/30/92 16:52:00
48729 2-92-982423
COOK COUNTY RECORDER

92980423

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

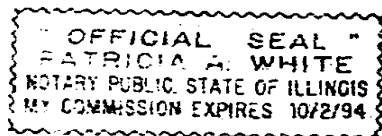
- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subcontracted 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 any prior lien or title 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 on 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 city, gas, 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 trustee, 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, if policies, including additional and general policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than 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, extinguish 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 prevent the foreclosure of the premises and the lien hereof, shall be so much additional indebtedness secured hereby as 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 never be construed as a waiver of any right accruing to them in or out 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
Peggy Lynn Burita (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)

STATE OF ILLINOIS
County of COOK

I, PATRICIA A. WHITE
SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PEGGY LYNN BURITA SINGLE NEVER MARRIED



who IS personally known to me to be the same person whose name IS subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that SHE signed and delivered the said Instrument as HER free and voluntary act, for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal this 18TH day of DECEMBER 1992
Patricia A. White
Notary Public

This instrument was prepared by
M. TOMASZEWSKI, 7035 W. NORTH AVE, OAK PARK, IL. 60302
(Name) (Address)

23 10 13

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN THIS TRUST DEED

- 5. The Trustee or beneficiary hereby agrees... 6. Grantors shall pay each year... 7. When the indebtedness hereby secured... 8. The proceeds of any foreclosure sale... 9. Upon or after any date after the filing... 10. No action for the enforcement... 11. Trustee or beneficiary shall have... 12. Trustee has authority... 13. Upon presentation... 14. In case of the resignation... 15. This Trust Deed and all provisions...

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 Associates Finance, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 15th day of December, 1992.

ATTEST:

Steven Rubin (Its Secretary)

CORPORATE/CLERK SIGN HERE

Handwritten signature and stamp of Associates Finance, Inc.

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,

County of...

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

County of...

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT 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 officers in the name of and on behalf of said corporation for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this day of A.D. 19 Notary Public

DELIVERY

NAME

STREET

CITY

ASSOCIATES FINANCE, INC. 7035 W. North Ave. Oak Park, IL 60302

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

Handwritten address: 7035 W. North Ave. Oak Park, IL

INSTRUCTIONS

OR

RECORDERS OFFICE BOX NUMBER