

TRUST DEED

THE ABOVE SPACE FOR RECORDING ONLY, RECORDER

THIS INDENTURE, made MAY 28, 1993, between PIONEER BANK AND TRUST COMPANY AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED 8-4-87 AND KNOWN AS TRUST 24868, herein referred to as "Grantors", and TRI-R CONSTRUCTION & REMODELING INC. 2836 N. LARAMIE CHICAGO

Illinois, herein referred to as "Trustee", witnesseth: THAT, WHEREAS the Grantors have promised to pay to TRI-R CONSTRUCTION & REMODELING INC., herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of FOURTEEN THOUSAND,

NINE HUNDRED THIRTY-SIX DOLLARS AND FORTY CENTS Dollars (\$ 14936.40), 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 60 consecutive monthly installments: 60 at \$ 248.94 followed by _____ at \$ _____ followed by _____ at \$ DNA, with the first installment beginning on JULY 1, 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 FINANACIAL 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 \$10,350.00. The Contract has a Last Payment Date of JUNE 1, 1998.

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 ILLINOIS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 5 IN LIPPINCOTTS SUBDIVISION OF LOTS 24 TO 37 OF MRS. LILLY R. LIPPONCOTTS SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 24 AND LOTS 3 AND 4 IN BLOCK 25 IN CRAWFORDS SUBDIVISION OF THE NORTH EAST QUARTER SOUTH OF CHICAGO BURLINGTON AND QUINCY RAILROAD OF SECTION 27 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DATED DECEMBER 10, 1906 AND RECORDED DECEMBER 23, 1906 AS DOCUMENT NUMBER 3,971,609 IN BOOK 94 OF PLATS PAGE 912 IN COOK COUNTY ILLINOIS. 60 MONTHLY PAYMENTS OF \$248.94 PER MONTH. PTIN#16-27-225-022 COMMONLY KNOWN AS 4356 W. 25TH PL, CHICAGO, IL. 60623 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

- 1. 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 mechanic's or other liens or claims for lien not expressly subordinate 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 laws, 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.
- 2. 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.
- 3. 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 not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore 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 lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promissory or other lien or claim thereof, 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.

WITNESSE the hands of Grantors the day and year first above written. PIONEER BANK & TRUST COMPANY, T/O/T No. 24868 dtd. 08/04/87, and not personally, SEE RIDER ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

STATE OF ILLINOIS, I, _____ 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 to be the same person whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____ Notary Public

This instrument was prepared by TRI-R CONSTRUCTION & REMODELING INC. 2836 N. LARAMIE CHICAGO ILLINOIS 60641

ASSOCIATES FINANCE, INC. 7035 W NORTH AVE. Oak Park, IL 60802

2600 MS

612336 Rev. 8/92
SEE ATTACHED
MAIL TO

UNOFFICIAL COPY

COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING THE USE AND ENJOYMENT OF THE PROPERTY DESCRIBED HEREIN

THESE COVENANTS, CONDITIONS AND RESTRICTIONS SHALL APPLY TO ALL INTERESTS IN THE PROPERTY DESCRIBED HEREIN...

ASSIGNMENT

First value received by the undersigned, in full satisfaction of the within recited debt to wit: transfers, in full and absolute satisfaction of the within recited Debt and the obligation secured thereby to Associates Finance, Inc. Company, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 19____.

[Handwritten signatures and notary seal]
CORPORATE SELLER SIGN HERE
Notary Public

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, I, _____, 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 _____ A.D. 19 _____ GIVEN under my hand and Notarial Seal this _____ day of _____ Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, I, _____, 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 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 _____ A.D. 19 _____ Notary Public

92453694

DELIVERY

NAME
STREET
CITY

ASSOCIATES FINANCE, INC.
7035 W. North Ave.
Oak Park, IL 60802

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

4356 W. 25th Pl.
Chicago, IL

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

DEPT-01 RECORDINGS \$0.50
T#8888 TRAN 2791 06/16/93 10:40:00
#8366 # * - 93 - 459694
COOK COUNTY RECORDER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92450694