Account No. 1803369 93581322

UNOFFICIAL COPY

93581322

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 16th, 1993, between Helen K. Hall, (Spinster) & Greta L. Byrd & Ellis Byrd, H&W herein referred to as "Grantors", and Archway Construction Co. Inc. of 5875 N. Lincoln, Chicago Illinois, herein referred to as "Trustee", witnesseth

THAT, WHEREAS the Grantors have promised to pay to The Associates, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Seven Thousand Five Hundred 00/100---------- Dollars ($ 7,500.00), 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 84 consecutive monthly installments: 84 at $ 151.10, followed by n/a at $ .00, followed by n/a at $ .00, with the first installment beginning on August 16th (Month & Day) 19 93 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 2020 E. 159th Street, Calumet City, 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 $ 7,500.00 The Contract has a Last Payment Date of July 16th, 2000

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:

PIN: 21-31-401-029

Legal Description:

Lot 30 in Block 9 in the Circuit Cook Court Partition of the SE ¼ of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO COMMONLY KNOWN AS: 2838 E. 84th Street, Chicago, Illinois 60617

DEPT-01 RECORDING $23.50
T#0000 TRAN 7431 07/27/93 08:36:00
#7618 # --93-581322
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

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 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.

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 Grantors 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 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 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 construed 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.

Helen K. Hall (SEAL) Greta L. Byrd (SEAL)
Helen K. Hall Greta L. Byrd

(SEAL) Ellis Byrd (SEAL)
Ellis Byrd

STATE OF ILLINOIS, County of Cook SS

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Helen K. Hall, Greta L. Byrd and Ellis Byrd 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 7 day of July A.D. 19 93

Notary Public

"OFFICIAL SEAL"
CHESTER PIETRUSIEWICZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 6/11/95

This instrument was prepared by (Name) (Address)

612336 Rev. 8/92

Property of Cook County Clerk's Office

93581322

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COVENANTS, CONDITIONS AND PROVISIONS CONTAINED ON PAGE 1 HEREOF

ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and assigns all its right, title and interest under said Trust Deed and the obligation secured thereby to Associates Financial Services Company, Inc.

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

(Seal)

CORPORATE SELLER SIGN HERE

ATTEST _____ By _____

(its Secretary) (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, SS

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 _____ 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

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 mail to;

ASSOCIATES FINANCE INC.

STREET 2020 E. 159th St.

P.O. BOX 1459

CITY CALUMET CITY, IL 60409

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

2838 E. 84th Street

Chicago, IL.60617

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

612336 Rev. 8-92

Property of Cook County Clerk's Office