

UNOFFICIAL COPY

03987543

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 7-23, 1993, between BERNICE ROBINSON and JERRY MARSHALL, herein referred to as "Grantors", and Gladale Heights, Illinois, herein referred to as "Trustee", witnesses that, WHEREAS the Grantors have promised to pay to ALARU HOME IMP. CORP. (Beneficiary) the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of FOURTEEN THOUSAND NINE HUNDRED NINETY SIX AND 3/4 Dollars 14,996.52, 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 1 at \$ 178.53, followed by 83 at \$ 178.53, followed by ... at \$... with the first installment beginning on 12-15-93 and the remainder in like installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 3366 N. ELSTON CHICAGO, IL 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 \$ 5566.66. The Contract has a Last Payment Date of 1-15-98.

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 covenant 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 hereby CONVEY and WARRANT into 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: The East 4 feet of Lot 41 & 411 of Lot 42 in Block 13 in EA Community A Co Central Park Ave Addition being a subdivision of that part of the southeast 1/4 of Sec 14, Township 34 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying south of the North Branch & North of the North line of Right of Way of Chicago & Great Western Railroad in Cook County, Illinois.

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.

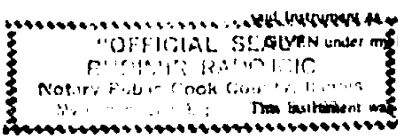
COVENANTS, CONDITIONS AND PROVISIONS

- 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 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 of charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such 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, assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. In default hereunder Grantors shall pay in full and promptly, 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 company 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 never 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.
Bernice Robinson (SEAL)
Jerry Marshall (SEAL)

STATE OF ILLINOIS, I, Bernice Robinson, 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 she signed and delivered the same as her free and voluntary act, for the uses and purposes therein set forth.
This instrument was prepared by Thomas J. Brophy (Name)
3366 N. Elston Chicago, IL (Address)

Handwritten initials and date: 9/23/93

UNOFFICIAL COPY

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN PART OF THIS TRUST DEED

- The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes, assessments, levies, liens and other charges, and to any public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, levy, lien or other charge.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the expiration of any term of all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, the same shall be deemed to be in default making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any agreement of the Grantors, hereinafter made, if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall be authorized to sell the premises hereunder, the terms hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be incurred in connection with the sale, including attorney's fees, Trustee's fees, appraisers' fees, custody for documents and expert evidence, stenographers' charges, publication costs and other costs which may be estimated as mentioned after entry of the decree of foreclosing all such abstracts of title, title searches and examinations, guarantee policies, forms, certificates and other documents, with respect thereto as Trustee or Beneficiary may deem to be reasonably necessary either to preserve such sale or to render it public as it may be had pursuant to such decree, and the value of the sale or the value of the premises may deem to be reasonably necessary either to preserve the same or to render it public as it may be had pursuant to such decree, and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with the any proceeding involving the sale and foreclosure proceedings in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or in preparation for the same, or in connection with the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, to the satisfaction of the mortgage proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute or constitute additions to the debt secured by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to be divided equally between the parties as their rights may appear.
- Upon or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver to take possession of the premises, with or without sale before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver, and without regard to the rights of any party who shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and during any further time when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable to carry out the foreclosure proceedings, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net proceeds of such sale in payments in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be levied in connection with the hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party claiming the benefit of such action at law upon the note hereby secured.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to or bound by this Trust Deed, or any power hereof given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require such title search, title facts to Trustee before exercising any power herein given.
- Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereof, by proper instrument.
- In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a Successor to Trustee. Any Successor to Trustee hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under it through Grantors and their heirs, assigns, when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the Contract of this Trust Deed. The terms Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

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 State Financial Acceptance Corp

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 5th day of November 19 93
Alfred Home Imp Corp. (SEAL)
Dealer

CORPORATE SELLER SIGN HERE

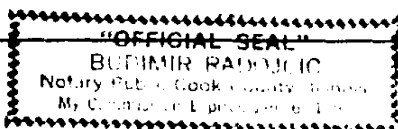
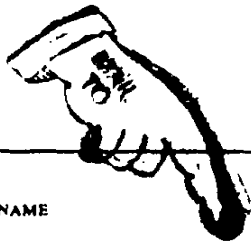
ATTEST: Ray Wilson (His Secretary) Thomas J. Brophy Vice Pres
Thomas J. Brophy VP

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, 93987543
County of COOK SS Thomas J. Brophy & Ray Wilson
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
who ARE personally known to me to be the same person whose name Thomas J. Brophy & Ray Wilson subscribed to the foregoing Assignment appeared before me this day in person and acknowledged that they signed and delivered the same as their free and voluntary act and deed and as such the said Assignment as free and voluntary act
GIVEN under my hand and Notarial Seal this 5th day of November A.D. 19 93
Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, 93987543
County of COOK SS Thomas J. Brophy & Ray Wilson
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
who ARE 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 free and purposes therein set forth
GIVEN under my hand and Notarial Seal this 5th day of November A.D. 19 93
Budimir Radovic Notary Public



DELIVERY

NAME

STREET

CITY

INSTRUCTIONS

RECORD & RETURN TO:
Credit-facts of America
530 William Penn Place
Suite 120, Box 133
Pittsburgh, PA 15219

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

DEPT-01 RECORDING \$23.50
T#8888 TRAN 1359 12/03/93 10:26:00
#3794 * -93-987543
COOK COUNTY RECORDER

OR

RECORDER'S OFFICE BOX NUMBER _____