

UNOFFICIAL COPY

- 5. The Trustee or Beneficiary hereby secured... public office without inquiry into the accuracy of such bill...
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental to the foreclosure proceedings...
- 9. 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 of said premises.
- 10. 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 interposing same in an action at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof.
- 13. 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.
- 14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust.
- 15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed.

94413588

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 Archway Construction, Inc

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 11 day of MARCH, 1994.
PIN # 25-08-206-012 Archway Construction (SEAL)
Dealer

CORPORATE SELLER SIGN HERE

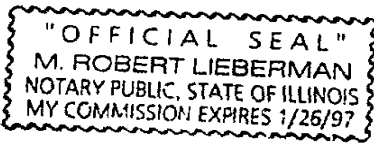
Rebecca Lieberman (Its Secretary) By Scott Lieberman (Name and Title) President

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,)
 County of COOK) SS. I, Scott Lieberman
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
 who is personally known to me to be the same person whose name Archway Construction, Inc subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered the said Assignment as free and voluntary act.
 GIVEN under my hand and Notarial Seal this 11 day of MARCH, A.D. 1994.
 Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS,)
 County of COOK) SS. I, M. Robert Lieberman
 a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Rebecca Lieberman
Scott Lieberman
 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 uses and purposes therein set forth.
 GIVEN under my hand and Notarial Seal this 11 day of MARCH, A.D. 1994.
M. Robert Lieberman
 Notary Public



DELIVERY

NAME
 STREET
 CITY

AFTER RECORDING RETURN TO:
PORTFOLIO ACCEPTANCE CORP.
8131 LBJ FRWY., SUITE 225
DALLAS, TX 75251
ATTN: PACKAGING DEPT.

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

9547 S Green
Chicago IL 60643

INSTRUCTIONS
 OR
 RECORDER'S OFFICE BOX NUMBER _____

2350 CM

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944-2355

