

UNOFFICIAL COPY

6876090  
144572

TRUST DEED

94503708

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 12/14, 1993, between Ron + Genni Davidson  
herein referred to as "Grantors", and Damon A. Riehl  
of 8131 LBJ Freeway STE 700 Dallas Texas 75251 Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Energy Craft Window Co herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Twenty four hundred fifty eight dollars and forty cents Dollars (\$ 9458.40), 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: 59 at \$ 157.64, followed by 1 at \$ 157.64, followed by N/A at \$ N/A, with the first installment beginning on 3/10, 1994 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 6333 N. Pulaski, Chicago 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 \$ 6700.00. The Contract has a Last Payment Date of 2/10, 1999.

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 Mackham COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE EAST 150 FEET OF LOT 1 IN BLOCK 1 IN GROVER C. ELMORE AND COMPANY'S HAZELCREST FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 34 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.

DEPT-01 RECORDING \$23.50  
TMS555 TRAN 9437 06/07/94 10:09:00  
#6091 # JB #94-503708  
COOK COUNTY RECORDER

PK 28-23-303-010

which, with the property hereinafter described, is referred to hereinafter 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.

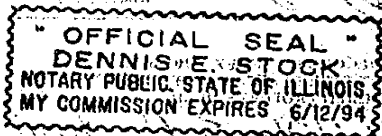
COVENANTS, CONDITIONS AND PROVISIONS

- 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 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 or charge to Trustee or to Beneficiary; (4) complete within a reasonable time any building or buildings now or to be erected 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.
- 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.
- 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.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act herebefore 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 satisfy any tax lien or other prior 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 to be repaid hereunder 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 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.  
WITNESS the hand(s) and seal(s) of Grantor(s) the day and year first above written.

D. Rader (NAME RADER) (SEAL)  
Ronald Davidson (SEAL)  
Geraldine Davidson (SEAL)

STATE OF ILLINOIS: Dennis E Stock  
County of DuPage SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD DAVIDSON AND GERALDINE DAVIDSON



who ARE personally known to me to be the same person as whose name 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 42 day of December, A.D. 19 93.

Notary Public  
12345 N. State St  
Chicago, IL 60601  
60606

238  
TR

COVENANTS, CONDITIONS AND PROVISIONS CONTINUED FROM PAGE 1 OF THIS TRUST DEED

- 3. The Trustee of beneficiary hereby secured...
6. Grantors shall pay each item of indebtedness herein mentioned...
7. When the indebtedness hereby secured shall become due...
8. The proceeds of any foreclosure sale of the premises shall be distributed...
9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed...
10. No action for the enforcement of the lien or of any provision hereof...
11. Trustee or Beneficiary shall have the right to inspect the premises...
12. Trustee has no duty to examine the title, location, existence...
13. Upon presentation of satisfactory evidence that all indebtedness...
14. In case of the resignation, inability or refusal of Trustee...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors...

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 DENNIS E. STOCK

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 18 day of JANUARY, 1994. ENERGY CRAFT WINDOW CO. (SEAL) Dealer

CORPORATE SELLER SIGN HERE

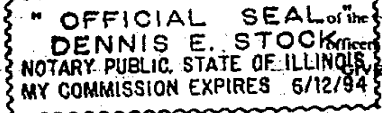
By [Signature] (Name and Title) Nascarr Blashornick (Its Secretary)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, I, [Signature] 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 18 day of JANUARY, A.D. 1994. Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, I, Dennis E. Stock a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James P. Parrilli - President Nascarr Blashornick - Secretary who are personally known to me and who executed the foregoing Assignment as president and secretary, respectively.



GIVEN under my hand and Notarial Seal this 18 day of JANUARY, A.D. 1994. Notary Public

94503708 DELIVERY

NAME AFTER RECORDING RETURN TO: PORTFOLIO ACCEPTANCE CORP 8131 LBJ FRWY., SUITE 115 DALLAS, TX 75251 ATTN: PACKAGING DEPT.

FOR RECORDERS INDEX PURPOSES: INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 116426 S. Central Pk Markham, IL 60426

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

# UNOFFICIAL COPY

RECORD AND RETURN TO: MIDWEST NATIONAL MORTGAGE CORPORATION  
147 KENSINGTON ROAD, SUITE 108  
OAK BROOK, ILLINOIS 60521

11/2/82

VA Form 28-631, (Home Loan)  
Rev August 1981, Use Current  
Issued H&M, 1st-12 USC  
Accession to  
Federal National Mortgage Association  
Created January, 1980

1120810  
621598

## MORTGAGE

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.**

THIS INDENTURE, made this 30TH day of OCTOBER 19 92, between  
HERMAN R. DAVILA AND MERCEDES DAVILA, HUSBAND AND WIFE

MIDWEST NATIONAL MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

Attorneys Title Guaranty Fund, Inc.  
I CERTIFY THIS TO BE A TRUE &  
EXACT COPY OF THE ORIGINAL  
by  
John Burke, Independent Clerk

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagor, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of ONE HUNDRED FORTY THREE THOUSAND AND 00/100 Dollars (\$ 143,000.00) payable with interest at the rate of SEVEN AND 500/1000 per annum; \$ 7,500.00 per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 147 KENSINGTON ROAD, SUITE 108 OAK BROOK, ILLINOIS 60521 or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of NINE HUNDRED NINETEEN AND 68/100 Dollars (\$ 999.88) beginning on the first day of NOVEMBER 01, 19 92, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER 01, 2022

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate, to-wit, and being in the county of COOK and the State of Illinois, to-wit:  
LOT 59 IN BLOCK 3 IN WALTER G. MCINTOSH'S NORWOOD HEIGHTS BEING A SUBDIVISION OF LOTS 5 AND 6 IN THE COUNTY CLERK'S DIVISION OF THE NORTH WEST QUARTER AND THE WEST HALF OF THE NORTH EAST QUARTER (EXCEPT THE NORTH 4.25 CHAINS OF SAID WEST HALF OF THE NORTH EAST QUARTER) OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.: 13-87-167-022

ALSO KNOWN AND NUMBERED AS: 5510 NORTH NEW ELMER STREET  
CHICAGO, ILLINOIS 60656

VA ASSUMPTION POLICY RIDER IS ATTACHED HERETO AND MAKE A PART HEREOF.

The Grantor further warrants that should VA fail or refuse to insure the guaranty of the loan secured by this security instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended, to the extent of 60% of the loan amount or 250,000, whichever is less, within 180 days from the date the loan would normally become eligible for such guaranty, the grantor herein irrevocably and irrevocably declares all sums secured by the Security Instruments immediately due and payable.

TOGETHER WITH THE ORIGINAL AND COPIES OF THE DEED AND ANY OTHER INSTRUMENTS RELATING TO THE SAME, AND THE DEED, INTEREST AND PROFITS THEREON, AND ALL DISTRICTS NOW OR HEREAFTER ATTACHED TO OR USED IN CONNECTION WITH THE PROMISSORY NOTES IDENTIFIED AND IN ADDITION HERETO THE FOLLOWING DESCRIBED HOUSEHOLD APPLIANCES, WHICH ARE, AND SHALL BE DEEMED TO BE, ASSURED AND A PART OF THE REALTY, ARE A PART OF THE SECURITY FOR THE OBLIGATIONS HEREIN MENTIONED:

5450 08100

UNOFFICIAL COPY

Property of Cook County Clerk's Office

31517806

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Default Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender, in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other costs provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or if mailed, shall be deemed effective when deposited in the United States mail, first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption in the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

# UNOFFICIAL COPY

05-16-1994  
Loan No 030283

MORTGAGE  
(Continued)

Page 6

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Frank I. Savalano  
Frank I. Savalano

x Marie E. Savalano  
Marie E. Savalano

This Mortgage prepared by: Catherine M. Briggs for York State Bank  
536 S. York  
Elmhurst IL 60120

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF McHENRY 188

" OFFICIAL SEAL "  
DAVID M. JOHNSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/7/96

On this day before me, the undersigned Notary Public, personally appeared Frank I. SAVALANO and Marie E. SAVALANO, his wife, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Gives under my hand and official seal this 16<sup>th</sup> day of MAY, 1994.  
By [Signature] Residing at 536 S. YORK ST., ELMHURST, IL  
Notary Public in and for the State of ILLINOIS My commission expires 5/7/96

LABELED P10, Reg. U.S. Pat. & T.M. Off., Vol. 8, 100 (2) 1994 OPI Proforma, Inc. All rights reserved. (L-00204VIA MO. 1 NPLI-DVL)

94503706

McHenry County Clerk's Office