945 JOFFICIAL COPY 877454

TRUST DEED	THE ABOVE SMCF	FOR RECORDERS USE ONLY
THIS INDENTURE, made MARC	H 1 . 19 94 , between HOWARD	A. MITCHELL & FLORETTE M.
MITCHELL herein referred to	as "Grantors", and DAMON RIEHL	
ofCHICAGO	(Iltinois, he	rein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Grantons have promised to	pay to SUPER CITY HOME REMODELE	
* * *	wement Contract hereinafter called "Contract" and describ	ed, the sum of FIVE THOUSAND THREE
HUNDRED THIRTY SIX	DOLLARS AND 40/XX	Dollars (\$ 5 , 336 . 40),
•	even date herewith, made payable to the Beneficiary, and deli	
. • •	tly installments: 58 at \$ 88.94 , follow	wed by $\frac{1}{QU}$ at \$ 88.94 , followed by
	/ (Mount & Day)	19 <u>94</u> and the remaining installments continuing on
the same day of each month thereafter until fully	paid. All of said payments being made payable at SUPEE	R CITY HOME REMODELERS, INC.
	er holder may, from time to time, in writing appoint.	-1- 22
	780.00 The Contract has a Last Payment	
performance of the covenants and agr ements here receipt whereof is hereby acknowledged, or on thes	payment of the said obligation in accordance with the term in contained, by the Grantors to be performed, and also in a presents CONVEY and WARRANT unto the Trustee, its a therein, situate, lying and being in the <u>CITY</u> (consideration of the sum of One Dollar in hand paid, the uccessors and assigns, the following described Real Estate
COUNTY OFCOOK	AND STATE OF ILLINOIS, to wit:	
SUBDIVISION IN THE WEST	N MERRILL LAD'S SECOND ADDI \$ JF THE SW & OF THE NE & OF THE THIRD PRINCIPAL MERIDI	OF SECTION 13, TOWNSHIP 41 IAN, IN COOK COUNTY
TT THATE		DEPT-01 RECORDING \$23.5 T#8888 TRAN 6643 06/29/94 10:23:00
YINT YOU	10-13-214-011	#2718 # JB #-74-56757
which, with the property hereinafter described, is	Pile •	COBK COUNTY RECORDER
TOGETHER with improvements and fixtures no	w attached together with e sements, rights, privileges, inter	ests, rents and profits.
from all rights and benefits under and by virtue of t	e said Trustee, its successors an savigns, forever, for the public Homestead Exemption Law; of the State of Illinois, which	rposes, and upon the uses and trusts herein set forth, free a said rights and benefits the Grantons do hereby expressly
release and waive. COVENANTS, CONDITIONS AND PROVISIO		$\gamma_{q+1} \neq i_{q+2}$
condition and repair, without wests, and free faces the heart selection or charge on the premiers superior to the first hereof, and any building in buildings now or at any time in process of end on the manufacture of the make no material absentions in said premiers success as the	any buildings or improvements now or hereafter on the premises which it or cibble lases or clayers for lase sort expressly such and but here he poor hequest kithfur fastisfactory evidence of the desirange of such prior the cruon upon said premises. (3) comply with all require zero, of law or strained by the or exampled ordinance.	to the transfer or to Remedit level (4) complete within a reconsible time unicipal ordinances with respect to the prevalent and the use thereof;
2. Grantors shall pay before any penalty straches all get due, and shall, upon written request, furnish to Trustee or to	ners) taxes, and shall pay special taxes, special assessments, wer charge beneficiary duplicate receipts therefor. To prevent default unraunder	s, sewer service charges, and other charges against the premises when ocs shall pay in full under protest, in the meaner provided by statute,
3. Orescore shall keep all buildings and improvements r	ow or hereafter sthested on said precises theored against lose or a mage the tost of replacing or repairing the same or to pay in full the industri- Triudes for the beself of the Beneficiary, such rights to be evidenced by Beneficiary, and in cast of internacio about to septen, shall deliver renewal	by fire, lightning or windstorm under policies providing for payment
4. In case of default therain, Trustee or Beneficiary may but need not, make full or partial payments of principal or in- redeem from any sax sale or furfeiture affecting said premises or context any lax or assessment. All moneys pe- tal premises or context any lax or assessment. All moneys pe-	, but send not, make any payment or perform any act hereinhelbre requirers to: price encumbrances. If any, and purchase, discharge, compromits to content any tax for or other price lies or till do for any of the purposes herein authorized and all expenses paid or income.	red of Criv.ors in any horst and manner desented expedient, and may, as less or other prior lies or title or class thereof, or ale or class thereof, or redeem from any tax sale or forfeiture effecting street in co.tnoct therewith, including attorney's fees, and any other class a committee of the class and any other class a committee of the class and any other class a committee or and chall become immediately due and madelia.
without actice and with interest thereon at the annual percentag to them on account of any default herwander on the part of G	s Laye statut in the Coetlast pirt Lieux fried exchieir traising or Lienand (x	Beneficiary sk. It saver be considered as a waiver of any right acciving
This Trust Deed consists of two pages. The covereference and are a part hereof and shall be birdin WITNESS the hand(s) and seal(s) of Grantors the	nants, conditions and provisions appearing on page 2 (the region the Grantors, their heirs, successors and assigns, see day and year first above written.	everse side of this true (and) are incorporated herein by
LAND A. MITCHELL	(SEAL) Torell	e M. Mitchell (SEAL)
	(\$EAL)	94567571
STATE OF ILLINOIS.	L JEFFREY KAPLAN	
SS.	a Notary Public in and for and residing in said County, in the St. HOWARD A. MITCHELL & FLORE	er eformation DO HEREBY CERTIFY THAT
The second second second	ARE personally brown to me to be the same nor	S ARE
	who ARE personally known to me to be the same per- Instrument, appeared before me this day in person and acknowledge	TUEV
OFFICIAL SEAL		untary act, for the uses and purposes therein set forth.
JEFFREY KAPLAN	GIVEN under my hand and Notarial Seal this	day of MARCH A.D 19 94
NOTARY PUBLIC, STATE OF ILLINGIS NY COMMISSION EXPIRES:02/16/88	This becomes one managed by	Notary Public
	This instrument was propered by	11/28 N XelTIT. MANNEN
	VACERIE TEYNOLISS (Name)	(Address)
3-802 IL	•	

2350

COVENANTS, CONDITIONS AND INCVINOR COVERED AS FIGH PAGE OF THIS TRUSTED TO 5. The Trease or Beneficiary ferrely security and any property and unique of the value of the accuracy of such tells, statement or estimate or income the value of entry late of the accuracy of such tells, statement or estimate or income the value of entry late, constanted, forforeign.

number that we will be not seen that or all the seen that the velocity of easy tax, ea

6. Oransors shall pay each item of indebtedness herein mentioned, buth principal and interest, when due according to the terms hereof. At the option of Beneficiary, and is all inspead undebtedness secured by this Trial Dend shall, netwithstanding anything in the Contract or in this Trial Dend to the contracy, become due and payable (a) immediately making payment of any installment on the Contract, or (b) when default shall occur and continue for there days to the performance of any other agreement of the Granturs herein contract the performance of any other agreement of the Granturs herein contract. distriby to the

. 7. When the indebedoess hereby accurant shall become due whether by acceleration of otherwise, Reperficiary or Truster shall have the right to foreclose the lies hereof, there shall be allowed and included as additional indebtedness in the docree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Ren ficiary for autority is feet. Trustee's feet, appraisers' feet, outlay for documentary and expert evidence, senographers' charges, publication costs and costs (which may be estimated as to items to be expended after eathy of the docree) of procuring all such abstracts of title, title searches sand examinations consists and costs as assumance with response to title at Trustee or Breneficiary may deem to be reasonably necessary either to prosecule such suit or to evidence to bidders at any sale which may be had privatent to such docree the true condition of the rifle or the value of the premises. All expenditures and expenses of the assumance which additional indebtedness secured hereby and immediately due and psychie, with interest thereon at the annual in this trust. Dead securities, when paid or incurred by Trustee or Beneficiary in connection with (a) any proconding, including problems and bankruptcy procondings, to which either of the party, either as plaintiff, claimant of defendant, by reason of this Trust Dead or any indebtedness secured hereby secured, or (b) proportions in the commencement of any sust for the foreclosure between the such right to foreclose whether or not actually commenced; or (c) proportions in the commencement of any sust for the foreclosure between the security of the proportions of the promises or the assumptions of the defense of any themselved, whether or not actually commenced.

8. The proceeds of any forerlosser sale of the pressures shall be distributed and applied in the following order of priority: First, on account of all costs and expenses includent in the forerlosser pro-ndings, including all such items as are mentioned in the proceeding paragraph hereof, second, all other nems which under the series hereof constitute section indebtodies additional to that evidenced by a Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, say overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Need, the court in which such bill in filed may appoint a receiver of said premises. Such appointment may be made either before or ofter sale, without notice, without regard to the solvency or insolvency of Graniors at the time-if application for such receiver and without regard in the then value of the premises or whether the same 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 prints, issues and profits of and permises during the pendency of such foreclosure use and is deficiency, during the full statisticity period of redemption, whether there the redemption or not, a well as during any further times when Granions, except for the insurrention of much receiver, would be entitled to collect such across, issues and profits, and all other powers which may be necessary or are issual in such cases for the protection, postersion, control, management and operation of the prints eduring the whole of said permod. The Court from time to time may authorize the receiver to apply the net income in his hands in payments in whole or is part of (1) The indebtodness secured hereby, or by any decree forecriosing this Trust Deed, or any tax, special assessment or other lion which may be or become superior to the lion hereof or of such decrees, provided such application is anade prior to foreclosure safe, (7) the deficiency in case of a safe and deficiency.

O. No action for the enforcement of the lies or of any provision bereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon see hereby secured.

11. Trustee or Benefician, shall are the right to inspect the premises at all reasonable times and access thereto shall be permitted for that p

12. Trustee has no duty to examine the little, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Doud or to exercise any power herein given unless expressly obligated by the terms hereof, for 0; liable for any acts or omissions hereunder, except in case of gross needing each or nesconduct and Trustee may require indeminities autisfactory to Trustee before energiable any power herein given.

1). Uses prescribion of satisfactory r iden c that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full sumburity to release this Trust Deed, the Hen thereof, by proper in the trust of the secured by this Trust Deed, the Hen thereof, by proper in the trust of the secured by this Trust Deed, the Hen thereof, by proper in the trust of the secured by this Trust Deed, the Hen thereof, by proper in the trust of the

14 In case of the resignation, inability or reliable to set of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hermander shall have the identical title, powers and authority as are herein given Trustee.

15. This Trais Deed and all provisions hereof, shall sate it to and be banding upon Ginotors and all persons claiming under or through Grantors, and the word "Grantors" whon used herein shall include such persons and all provision liable for the payment of the indetections or any part thereof, whether or not such persons abid) have executed the Contract or this Trais Dood. The term Beneficiary as a herein shall missa and include any successors or assigns of Reserviciary.

	ASSIGN			in the second second
For value received, the undersigned, the Deel and the obligation secured thereby to P.O. IN WIYNERS WHEREOF, the undersigned	RTFOLIO / CEPTAN	ICE CORP DO	APRIL	
	0/	SUPER CITY	HOME REMODELER	S, INC. (SEAL)
ATTEST:	CORPORATE SYA	LER SIGN HERE SUPER CITY	HOME REMODELERS	,INC.
	(No Secretary)	Bonn	(Name and Title)	· · · · · · · · · · · · · · · · · · ·
A CENTONIE PRODU		ne or ordens		
	NT BY INDIVIDUAL OF	CPAR/NERSHIP	BENEFICIARY (SELLE:	K) .
STATE OF ULINOIS,	a Notary Public in and for and resi	ding in said County, in se	"HE STORESHIE, DO HERESY CERT	TEY THAT
County of				
	who personally kr	own to me to be the same pa	er on whose mine	subscribed to the foregoing
	Assignment, appeared before me thi	is day in person and acknowl	ledged that	signed and delivered
	Me said Assignment as	free s	and volume /y act.	
	OLVEN under my hand and Notar	nai Sceli chis	dey of	
				Notary Public
AC	KNOWLEDGMENT BY	CORPORATION (SELLER)	
				•
STATE OF ILLINOIS.	DARLENE VALI			
County of 200K	MICHAEL SCHWA	ding in cold County, in the S ARTZ & JEFFR	State aforesaid, DO HEREBY CER 1	TO SHARE OF UNA
**	and secretary, respectively.			
10	of the corporation named therein an	d acknowledged that they sig	ned and delivered the same as their In	ne and voluntary act as such
	officers in the name of and on behind	of said corporation for the	Lypes and purposes therein set forth	94
Ģ	GIVEN under my hand and Notan	al Seal this	day of AFRID	- AD 19
li) :		t	there a puri	Notary Public
\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		 		
	•	·	FOR RECORDERS WHEN CUR	195 1
D E NAME L I STREET		2.4	INSERT STREET ADDINGSTOP DESCRIBED PROPERTY SHEINS	AMBAGITA S
T STREET	S .		PICAL TO STATE	SALE THE STANK
<u>V</u>			1 2 Legentonic	AN COMMISSION
E R city			Evanston,	12-
			_	