

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made MARCH 1, 1994, between HOWARD A. MITCHELL & FLORETTE M. MITCHELL herein referred to as "Grantors", and DAMON RIEHL of CHICAGO Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to SUPER CITY HOME REMODELERS, INC. herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of FIVE THOUSAND THREE HUNDRED THIRTY SIX DOLLARS AND 40/XX Dollars (\$ 5,336.40), 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: 58 at \$ 88.94, followed by 1 at \$ 88.94, followed by 1 at \$ 88.94, with the first installment beginning on 6/5, 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 SUPER CITY HOME REMODELERS, INC. 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 \$ 3,780.00. The Contract has a Last Payment Date of 5/5, 1999.

NOW, THEREFORE, the Grantors in 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:

LOT 25 IN BLOCK 2, ALL IN MERRILL LAD'S SECOND ADDITION TO EVANSTON BEING A SUBDIVISION IN THE WEST 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

DEPT-01 RECORDING \$23.50
T#8888 TRAN 6643 06/29/94 10:23:00
#2718 # JB *-74-567571
COOK COUNTY RECORDER

PIN# 10-13-214-011

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 Law 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 encumbrances or other liens or claims for less not expressly set forth in this deed; (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 submit 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 ordinance 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, sewer 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 a damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance 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 a 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 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 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 mortgage 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 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 Grantors the day and year first above written.

Howard A. Mitchell (SEAL) Florette M. Mitchell (SEAL)
HOWARD A. MITCHELL FLORETTE M. MITCHELL

JEFFREY KAPLAN (SEAL)
94567571

STATE OF ILLINOIS,)
County of COOK)
I, JEFFREY KAPLAN)
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT)
HOWARD A. MITCHELL & FLORETTE M. MITCHELL)



who ARE personally known to me to be the same person S whose name S 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 1 day of MARCH, A.D. 19 94

This instrument was prepared by VALERIE REYNOLDS 4138 N. KEDZIE CHICAGO, ILL. (Name) (Address)
Notary Public

2350

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED ON PREVIOUS PAGES OF THIS TRUST DEED

- 5. The Trustee or Beneficiary hereby secures...
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...
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 stand in 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 PORTFOLIO ACCEPTANCE CORP. DCB Holdings Inc

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 13 day of APRIL 19 94

SUPER CITY HOME REMODELERS, INC. (SEAL)
Declarant

CORPORATE SELLER SIGN HERE
SUPER CITY HOME REMODELERS, INC.

ATTEST: [Signature]
[Signature]
(His Secretary) (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,
County of COOK
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 13 day of APRIL A.D. 19 94
Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS,
County of COOK
I, DARLENE VALERIE REYNOLDS
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
MICHAEL SCHWARTZ & JEFFREY KAPLAN
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 13 day of APRIL A.D. 19 94
Darlene Valerie Reynolds
Notary Public

DELIVERY 94562571

NAME
STREET
CITY
INSTRUCTIONS

FOR RECORDERS USE PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
JEFFREY KAPLAN
183...
Evanston, IL

OR
RECORDER'S OFFICE BOX NUMBER