

94575411

TRUST DEED

THIS ABOVE SPACE FOR RECORDERS USE ONLY

6877263

THIS INDENTURE, made 3-23-94, between ZOE C. MEDINA, SILVIA E. MEDINA & VIRGINIA GRIMALDO herein referred to as "Grantors"; and DARTON A. RIFE, JR. 8131 LBJ FREEWAY, STE. 700, DALLAS, TX 75251, herein referred to as "Trustee", witness:

THAT, WHEREAS the Grantors have promised to pay to LIBERTY SURETY & REAL CONSTR CO, INC, herein referred to as "Beneficiary"; the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Twenty Thousand Dollars (\$20,000.00), 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 120 consecutive monthly installments: 119 at \$167.21, followed by 1 at \$167.39, followed by N/A at \$ N/A, with the first installment beginning on 5/22/94, and the remaining installments continuing on the same day of each month hereafter until fully paid. All of said payments being made payable at 5038 W. FULLERTON, CHICAGO, ILLINOIS 60639, 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 \$ 10,000.00. The Contract has a Last Payment Date of 9/22/04.

NOW, THEREFORE, the Grantors do 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 33 IN BLOCK 7 IN THE GRAND AVENUE HEIGHTS SUBDIVISION IN THE E 1/2 OF THE E 1/2 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN # 13-31-208-007

which, with the property hereinafter described, is referred to herein as in "premises". TOGETHER with improvements and fixtures now attached together with all rights, privileges, interests, rents and profits. TO HAVE AND TO HOLD the premises unto the said Trustee, its successor 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

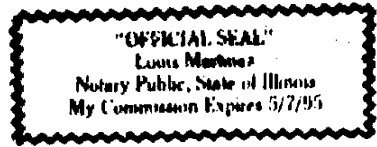
- 1. Grantors shall (1) promptly repair, renew or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly waived in the lien hereof; (3) pay when due any indebtedness which may be secured by a lien on the premises hereunder subject to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) complete within a reasonable time any construction or other work on 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 to said premises except as required by law or municipal ordinance.
2. Grantors shall pay before any penalty attached 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. No precept default hereof due Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor 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 value of the same as 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 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 whatsoever 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 against, or release from any the sale or forfeiture affecting said premises or consent any tax or assessment or make any tax lien or other prior lien or title or claim thereon, or release from any the sale or forfeiture affecting said premises or consent any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in or on the premises hereunder, 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 not 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 hands and seal(s) of Grantors, the day and year first above written.
[Signatures of Grantors and Trustee]

STATE OF ILLINOIS, County of COOK, I, LOUIS MARTINEZ, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ZOE C. MEDINA, SILVIA E. MEDINA & VIRGINIA GRIMALDO who ARE personally known to me to be the same person(s) whose name ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ARE 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 23 day of March A.D. 1994. LOUIS MARTINEZ, Notary Public.



This instrument was prepared by LOUIS MARTINEZ 5038 W FULLERTON, CHICAGO, ILLINOIS 60639.
[Signature]
Patricia Acceptance Corp
8131 LBJ Freeway, Suite 400
Dallas, Texas 75251
2350

UNOFFICIAL COPY

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN PART 1 OF THIS TRUST DEED

1. The Trustee or Beneficiary hereby agrees to furnish the public utility authorities and to pay the same, and to pay the full amount of estimate prepared from the appropriate public utility without inquiry into the accuracy of such bill, statement or estimate or into the validity of any bill, assessment, rate, franchise, etc., as herein provided, as follows:

2. Creditors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without reason to Creditors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Deed, be due and payable (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Creditors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Creditors without Beneficiary's prior written consent.

3. 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. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for Beneficiary's lien, Trustee's fees, appraiser's fees, utility disconnection and other evidence, stenographer's charges, publication costs and costs (which may be assessed as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and instruments with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to establish to holders of any note which may be bid pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an 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 (a) any proceeding, including pre-bid and post-bid proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by virtue of this Trust Deed or any independent liability secured, or (b) any proceeding for the enforcement of any suit for the foreclosure hereof other than a suit for foreclosure whether or not actually commenced, or (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises in the Security hereof, whether or not actually commenced.

4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, in payment of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other debts which under the terms hereof constitute secured indebtedness additional to that evidenced by the Contract, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourth, any surplus to Creditors, their heirs, legal representatives or assigns, as their rights may appear.

5. 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. Such appointment may be made either before or after sale, without notice, without regard to the salary or liability of Creditors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then encumbered as a lienholder 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, as well as during any further time when Creditors, except for the maintenance of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, 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 income in his hands 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 or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

6. 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.

7. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to ascertain the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record the Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any loss or damages hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

9. Upon presentation of satisfactory proof 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 hereof, by proper instrument.

10. In case of the resignation, inability or other defect of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as the Trustee gives Trustee.

11. This Trust Deed and all provisions hereof, shall be binding upon Creditors and all persons claiming under or through Creditors, and the word "Creditors" 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. The term Beneficiary as used herein shall mean and include his successors or assigns or assigns.

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 _____

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 19____.

Declarant (SEAL)

CORPORATE SELLER SIGN HERE

ATTEST: _____

(Its Secretary) By _____
(Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, County of _____ I, _____ 94578411
SS. 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 _____ day of _____ A.D. 19____

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, County of _____ I, _____
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ who _____ 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 _____ day of _____ A.D. 19____

Notary Public

DEPT-01 RECORDS

NAME

STREET

CITY

INSTRUCTIONS

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

DEPT-01 RECORDS 923 50
T08888 TRAN 6854 06/30/94 14:35:00
#3436 B-J-B ← 74-575411
COOK COUNTY RECORDER

OR

RECORDER'S OFFICE BOX NUMBER _____