



COVENANTS, CONDITIONS AND PROVISIONS GOVERNING THE TRUST DEED

UNOFFICIAL COPY

5. The Trustee or Beneficiary hereby secured by this Trust Deed... public office without inquiry into the accuracy of the public records...

6. Grantor shall pay each debt of indebtedness herein mentioned... all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the Contract or in this Trust Deed to the contrary...

7. When the indebtedness hereby secured shall become due... then 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...

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 incident 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... without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver...

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 a court of 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... expressly obligated by the terms hereof to be liable for any acts or omissions hereunder...

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 discharge 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... Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given to Trustee.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Grantor and all persons claiming under it through contract and otherwise... all such persons and all persons liable for the payment of the indebtedness of any part thereof...

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 DCRS Holdings, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 13 day of June 1994. Fred Church, President, DCRS Holdings, Inc.

CORPORATE SELLER SIGN HERE

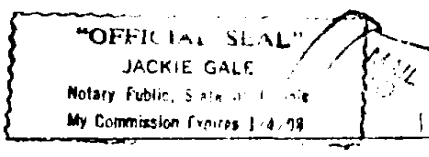
ATTEST: Barbara R... By One with V.P. (City, Secretary) (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, County of Cook. I, Jackie Gale, 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 is described in the foregoing Assignment appeared before me this day in person and acknowledged that the said Assignment is his free and voluntary act GIVEN under my hand and Notarial Seal this 13 day of June 1994.

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, County of Cook. I, Jackie Gale, 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 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 June 1994. Jackie Gale, Notary Public.



AFTER RECORDING RETURN TO: PORTFOLIO ACCEPTANCE CORP 8131 LBJ FRWY., SUITE 900 DALLAS, TX 75251 ATTN: PACKAGING DEPT.

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 940 S. Bishop Chicago, IL

2350 TT

DELIVERY

NAME STREET CITY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER