

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

UNOFFICIAL COPY

7 The Trustee or Beneficiary hereby certifies that the same has been duly recorded in the public office without inquiry into the necessity of such recording...

8 Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. All unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become due and payable...

9 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...

10 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 incidental to the foreclosure proceedings...

11 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 solvency or insolvency of Grantors...

12 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.

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

14 Trustee has no duty to insure the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof...

15 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 release this Trust Deed, the lien thereon, by proper instrument.

16 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.

17 This Trust Deed and all provisions hereof shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof...

94681274

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 RECORDERS HOLDING, INC.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 20 day of JUNE, 1994.

COOK COUNTY RECORDER
\$8250 SK
140012 TRAN 7722 08/02/94 08:58:00
DEPT-01 RECORDING
ATTEST: [Signature]

SUPER CITY HOME REMODELERS, INC. (SEAL)
DEALER
CORPORATE SELLER SIGN HERE
SUPER CITY HOME REMODELERS, INC.
By [Signature] (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

whom I personally know to me to be the same person whose name subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that he signed and delivered the said Assignment as his free and voluntary act.

GIVEN under my hand and Notarial Seal this 20 day of JUNE, A.D. 1994.

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

whom I 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 20 day of JUNE, A.D. 1994.

[Signature: Darlene Valerie Reynolds]
Notary Public

OFFICIAL SEAL
Darlene Valerie Reynolds
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 8/31/98

DELIVERY

NAME
STREET
CITY

AFTER RECORDING RETURN TO:
PORTFOLIO ACCEPTANCE CORP
8131 LBJ FWY., SUITE 400
DALLAS, TX 75251
ATTN: PACKAGING DEPT.

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

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

6139 S. Indiana
Chicago, IL

23-60

# UNOFFICIAL COPY

LOT 18 IN BLOCK 3 IN THE SUBDIVISION OF LOT 7 AND PART OF LOT 12 IN WILSON, HEALD AND STEBBINGS' SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 5.28 FEET OF LOT 12 IN WILSON, HEALD AND STEBBINGS' SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTH WEST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#20-15-315-006-007

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