

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 6-6 1999, between Tanya L. Thomas and Virginia M. Dixon herein referred to as "Grantors", and Dennis E. Stock (Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Empire State Insurance Co herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of twelve thousand four hundred fifty nine & 72/100 Dollars (\$12,459.72), 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 081 consecutive monthly installments: 083 at \$ 148.33, followed by 01 at \$ 148.33, followed by NO at \$ NA, with the first installment beginning on July 17 1999, and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 6333 N Pulaski Chicago IL 60630 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 \$ 7,800.00. The Contract has a Last Payment Date of JUNE 17 2001.

NOW, THEREFORE, the Grantors to 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 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 ILLINOIS COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 12 (except the west 20 feet thereof) and the west 4 feet of Lot 13 in Block 4 in West end subdivision in the north 1/2 of the southeast 1/4 of Section 19, Township 35 North, Range 14, East of the third Principal Meridian of Cook County, Illinois
PIN# 32-19-465-044

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 situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (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 exhibit satisfactory evidence of the discharge of such prior lien or 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 applicable laws or municipal ordinances 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, 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. 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 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 indebtedness secured hereby. All in companies 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.
- In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax 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 doing so, 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 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.
Tanya L. Thomas (SEAL) X Virginia M. Dixon (SEAL)
Tanya L. Thomas (SEAL) X Virginia M. Dixon (SEAL)

STATE OF ILLINOIS, I, Dennis E. Stock
County of DePue SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Tanya L. Thomas and Virginia M. Dixon
are personally known to me to be the same person and whose name 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 6th day of June, A.D. 1999
Dennis E. Stock Notary Public

This instrument was prepared by Dennis E. Stock (Name) 6333 N Pulaski (Address)

23.50
TT

UNOFFICIAL COPY

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

- The Trustee or Beneficiary hereby secures, and any payment due by the Grantors shall be applied to pay the same, with or without any proceeds from the property, said public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, deficiency, tax lien or other claim hereof.
- Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, with or without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable immediately upon the date of default in making payment of any installment on the contract or the then default, whichever shall first occur, and no time shall be allowed for the performance of any other agreement of the Grantors, herein mentioned, or of any other party if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary shall have the right to foreclose hereon, in any suit to enforce the lien hereof, there shall be allowed and included as additional indebtedness in the order for sale all expenditures and expenses which may be incurred by Beneficiary or Trustee or Beneficiary or attorney's fees, Trustee's fees, appraisers' fees, outlay for documents and expenses of evidence, attorneys' charges, publication costs and costs which may be incurred in the execution of the duty of procuring all such abstracts of title, title searches and examinations, guarantee policies, loan commitments and similar data and documents with respect to the premises. Beneficiary may deem it to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such deed of trust, and the title to the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be borne equally and ratably by the Grantors and immediately or as they may be determined thereunder at the actual percentage rate stated in the Contract of this Trust Deed secured, when paid or incurred by Trustee or Beneficiary in connection with carrying out such duties, including outlays for preparing, recording or filing either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness herein secured, or the preparations for the same, in respect of any suit for the enforcement hereof after accrual of such right to foreclose, whether or not actually commenced, or for preparations for the defense of any threatened suit or proceeding, which might affect the premises or the equity hereof, whether or not actually commenced.
- The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to the satisfaction of all taxes and charges levied upon the premises, including all such taxes as are mentioned in the preceding paragraph hereof, second, to the satisfaction of all indebtedness secured by this Trust Deed to the extent of the proceeds of the sale, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court, with or without notice, 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 at the time of application for such receiver and without regard to the terms of the trust deed, whether the same shall be then occupied as a homestead or not and the Trustee or Beneficiary shall be appointed as such receiver, and shall have the power to collect the rents, issues and profits of the 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 times when Grantors, except for the intervention of said receiver, should be entitled to a receipt such rents, issues and profits, and all other powers, which may be or may seem to be usual in such cases for the protection, possession, control, management and operation of the premises during the whole or part of said period. The court in its order in time may authorize the receiver to apply the net income and profits or proceeds in whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any special assessments 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 of the premises in case of a sale and deficiency.
- 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.
- Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises and shall not be obligated or bound by this Trust Deed to exercise any power herein given, nor expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, with or before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien hereof, by proper instrument.
- In case of the resignation, inability or refusal 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 Trustee.
- This Trust Deed and all provisions hereof shall survive and be binding upon Grantors and all persons claiming under, through or by, and the word "Grantors", when used herein shall in honor all such persons and all persons liable for the payment of the indebtedness herein secured, whether or not such persons shall have executed the Contract of this Trust Deed. The term "beneficiary" as used herein shall mean and include any successors or assigns of Beneficiary.

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____.

ATTEN: 948-91288

CORPORATE SELLER SIGN HERE

By _____ (Name and Title)
City Secretary

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,)
County of _____) SS. I, _____, 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 and 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 _____) SS. I, _____, 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 execute 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

DELIVERY

NAME
STREET
CITY

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

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

429 W 15th
Chgo Hghts, IL

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____