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TRUST DEED

THIS INSTRUMENT IS FOR RECORDING USE ONLY

THIS INDENTURE, made

July 19, 1994, between

EUGENE BURNETT

herein referred to as "Grantors", and

RONALD E. HOLLAN

of 8885 STENIMONS, STE 700, DALLAS, TX 75247, herein referred to as "Trustee" witnesseth

THAT, WHEREAS the Grantors have promised to pay to

AMERICAN REMODELING, INC.

herein referred to as

"Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described the sum of

FIVE THOUSAND ONE HUNDRED NINETY THREE & 00/100

Dollars \$ 5193.00

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 60 consecutive monthly installments 59.86.55 followed by 1 full \$ 86.55 followed by

N/A at N/A with the first installment beginning on 7/20/94 and the remaining installments continuing on (Month & Day)

the same day of each month thereafter until fully paid. All of said payments being made payable at 8885 Stenimons, Dallas, TX

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 \$ 3724.00

The Contract has a Last Payment Date of 8/20/94

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, 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 OF COUNTY OF COOK AND STATE OF ILLINOIS, to wit

SEE ATTACHED EXHIBIT DAN

PI# 32-270-327-016

DEPT-01 RECORDING \$25.50
T#0012 TRAN 0543 09/02/94 14:19:00
#2872 + 6K *-94-777018
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to hereinafter as the "premises"

TOGETHER with improvements and fixtures now attached to the same 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 Laws 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 building 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 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 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 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. In present 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 or to fund 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 hereunder required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or interest on prior encumbrances, if any, and purchase, discharge, compromise, settle any tax lien or other prior lien or title or claim thereon, 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 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.

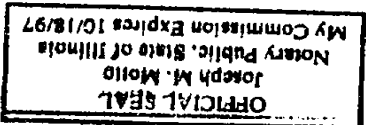
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written

Eugene Burnett (SEAL) EUGENE BURNETT (SEAL)

STATE OF ILLINOIS, County of Cook, SS a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH M. MOTTO EUGENE BURNETT

who IS personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said instrument as mentioned herein, and that he freely and voluntarily acts for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 19 day of July 1994 at 8885 Stenimons, Dallas, TX 75247. Joseph M. Motto, Notary Public.

This instrument was prepared by AMERICAN REMODELING, INC. 8585 N. STENIMONS DALLAS, TX 75247

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

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- 5. The Trustee or Beneficiary hereby secured by this deed... 6. Grantors shall pay each item of indebtedness... 7. When the indebtedness hereby secured shall become due... 8. The proceeds of any foreclosure sale... 9. Upon or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the terms... 11. Trustee or Beneficiary shall have the right to inspect... 12. Trustee has no duty to examine the title... 13. Upon presentation of satisfactory evidence... 14. In case of the resignation, inability or refusal... 15. This Trust Deed and all provisions hereof...

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 HOLDING, INC.

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

AMERICAN REMODELING, INC. Dealer (SEAL)

CORPORATE SELLER SIGN HERE AMERICAN REMODELING, INC.

ATTEST:

By (Name and Title) (His Secretary)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, County of ... 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 that the said Assignment as here and to state as GIVEN under my hand and Notarial Seal this day of A.D. 19

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, County of ... 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 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

9477-019

DELIVERY

NAME

STREET

CITY

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

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

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BURNETT

EXHIBIT A

LOT 10 IN BLOCK 4 IN DILL AND MARSHALL'S FOREST PARK SUBDIVISION UNIT NO. 1 BEING A SUBDIVISION OF THAT PART OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED ON THE NORTH BY A LINE 738 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SOUTH WEST QUARTER, BOUNDED ON THE WEST BY THE WEST LINE OF SECTION 20, BOUNDED ON THE SOUTH BY A LINE 154 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 20, BOUNDED ON THE EAST BY A LINE THAT INTERSECTS THE SAID NORTH LINE AT A POINT 1162.32 FEET EAST OF THE WEST LINE OF SAID SECTION 20 AND INTERSECTS THE SAID SOUTH LINE AT A POINT 909.96 FEET EAST OF THE WEST LINE OF SECTION 20 ALL IN TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

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