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TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT, made August 9, 1994, between GERTRUDE LEWIS, LEE LEWIS, AND JOHNELL LEWIS, herein referred to as "Grantors", and RONALD E. HOLMAN, herein referred to as "Trustee", witnessed:

THAT, WHEREAS the Grantors have promised to pay to B.E.S. CONSTRUCTION & REMODELING, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of THIRTY THOUSAND ONE HUNDRED TWENTY NINE DOLLARS AND SIXTY CENTS Dollars (\$30,129.60), 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 \$ 251.08, followed by 1 at \$ 251.08, followed by N/A at \$ N/A, with the first installment beginning on October 15, 1994, and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 4036 N. POLASKI, CHICAGO, ILL. 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 \$ 15,000.00. The Contract has a Last Payment Date of September 1st, 2004.

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 hereby 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, COOK COUNTY, ILLINOIS, AND STATE OF ILLINOIS, to wit: P.N.# 25-28-700-037

THE NORTH 2 FEET OF LOT 26 AND ALL OF LOT 27 IN BLOCK 4 IN WEST POLLMAN A SUBDIVISION IN THE NORTHWEST QUARTER IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, 2ND OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. 11913 S. S. STANTON CHICAGO, ILLINOIS

which, with the property hereinafter described, is referred to herein as the "premises". TO HAVE AND TO HOLD the premises unto the said Trustee, its successors or assigns, forever, for the purposes and purposes and trusts herein set forth, 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 promptly repair, restore or, where any buildings or improvements now or hereafter created on said premises are damaged or destroyed, (1) keep said premises in good condition and repair, including roofs, and (2) pay when due any indebtedness which may be secured by a lien or charge on the premises... 2. Grantors shall pay before any penalty or other charges... 3. Grantors shall keep all buildings and improvements now or hereafter created on said premises insured... 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or purchase any act hereinafter required to the same in any form and manner deemed expedient...

This Trust Deed consists of two pages. The concepts, conditions and provisions appearing on page 2 (the reverse side of this 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 Gertrude Lewis, Lee Lewis, Johnell Lewis, and Ronald E. Holman]

STATE OF ILLINOIS, County of COOK, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT GERTRUDE LEWIS, LEE LEWIS, JOHNELL LEWIS, who ARE personally known to me to be the same persons, whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIRS, free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of August, 1994. [Signature of Shelly Berkowitz]



This instrument was prepared by RONALD E. HOLMAN, 4036 N. POLASKI, CHICAGO, ILL. (Address)

Handwritten number 2350

# UNOFFICIAL COPY

## COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN THIS TRUST DEED

- The Trustee or Beneficiary hereby agrees, making any payment hereby subject, and relating to taxes or assessments, they do so according to the bills, returns or statements procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or lien or claim thereof.
- 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, and without action by Grantors, 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 (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 (i) the performance of any other agreement of the Grantors herein contained, or (c) immediately 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 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 attorney's fees, Trustee's fees, appraisers' fees, underly for documentary and expert evidence, depositions, changes, publication costs and costs (which may be calculated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, purchase policies, Trustors certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to holders in due faith of 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 such 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 probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after receipt of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security 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, on account 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 items 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 Grantors, their heirs, legal representatives or assigns, in their right may appear.
- 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 at the time of application for such receiver and without regard to the then value of the premises or whether the court shall be then occupied as a homestead of said 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 times when the Trustee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other income, which may be necessary or are usual in such cases for the production, 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 or pay moneys 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.
- 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, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any act or omission hereunder, except in case of gross negligence or misconduct and Trustee may require reasonable satisfaction to Trustee before exercising any power herein given.
- Upon presentation of satisfaction, 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 hereof, by proper instrument.
- In case of the resignation, inability or death 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 herein given Trustee.
- This Trust Deed and all provisions hereof, shall 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 of any part hereof, whether or not such persons shall have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any heirs, heirs 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 DECK HOLD CO, INC.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 31st day of August, 1974

DEPT-01 RECORDING  
100012 THAM 2971 10/03/94 1402100  
04563 BK # -94-854167  
COOK COUNTY RECORDER  
23.50 FEE

B.S. CONSTRUCTION & RECONSTRUCTION (SEAL)  
CORPORATE SELLER SIGN HERE  
B.S. CONSTRUCTION & RECONSTRUCTION  
BOB [Signature]  
(Name and Title)

### ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, )  
County of Cook )  
I, ANNA M. BIASZEK,  
a Single Public, do and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
I am personally known to me to be the same person whose name ANNA M. BIASZEK is mentioned in the foregoing Assignment, appeared before me this day in person and acknowledged that she executed and delivered the said Assignment as her free and voluntary act and deed under this hand and Notarial Seal this 31st day of August, A.D. 1974  
Notary Public

### ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, )  
County of Cook )  
I, ANNA M. BIASZEK,  
a Single Public, do and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
I am personally known to me and whose executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and I acknowledged that they signed and delivered the same as the free and voluntary act of each officer 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 31st day of August, A.D. 1974  
John [Signature]  
Notary Public



20165166 DELIVERY

NAME  
STREET  
CITY  
INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES  
INSERT STAMP ADDRESS OF ABOVE  
IN MENTIONED PROPERTY BOOK  
1145 S. S. [Signature]  
CHICAGO, ILLINOIS

OR

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_