UNGFFICIAL COPY

94935106

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.....

THE ABOVE SPACE FOR RECORDERS USE ONLY

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THIS INDENTURE, made AUGUS	7 18, 1924, between	ANDRA L. TACK	SONJAND WIFE
DELORES JACKSO Merein referred u	as "Grantors", and Lonald	E. Holman	
	LWI, 409 DOLLAS, JEXAS	? ≥ Himols, herein referred to as "Trustee",	witnesseth:
THAT, WHEREAS the Grantors have promised to	pay to B& S CONSTRUCT	TION & REMORE ING	
"Beneficiary", the legal holder of the Home Impro		not" and described, the sum of NINS.	THOUSAUD.
EIGHT HUNDRED SIX evidenced by one certain Contract of the Crantors of	DOI/ANS AND FORT	TY CENTS Dolla	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
to pay the said sum in 60 consecutive month			1.44 , followed by
at S N/n , with the first	installment beginning on	5	g installments continuing on
the same day of each month thereafter until fully		2 1	CHICAGO IL.
Illinois, or at such place as the Beneficiary or other			α
The principal amount of the Contract is \$ 422.	1, 00 The Contract have	s a List Payment Dain of	
NOW, THEREFORE, the Grands to scene the performance of the covenants and the coments here receipt whereof is hereby acknowled d, to by the and all of their estate, right, title an interest COUNTY OF CROIC	n contained, by the Grantors to be perform e presents CONVEY and WARRANT unto	ed, and also in consideration of the sum of C the Trustee, its successors and assigns, the foll	one Dollas in hand paid, the lowing described Real Estate
LOT THINTY SIX	IN BLK I, IN WASS	Ell AND BRANGERGS 1	LONTH AUG
2015 PIVISION OF TH	E FAST HALP (1/2)	OF THE SOUTH EAST	T QUARTER(4)
OF SECTION 5 AL STITLE NORTH WIST which, with the property hereinafter described, is TOGETHER with improvements and fixtures no	so THE ENT DE), OPTHE NONTHE	AST QUARTER(4)
39 NORTHEN NORTH WEST	PTHE THROPPUT	te NOATHEASTLY OFS	ECTION 5 TO THE
which, with the property hereinafter described, is TOGETHER with improvements and fixtures no	w ettached together with asements, rights,	privileges, interests, reats and profits.	S NoMOWITOR HA
TO HAVE AND TO HOLD the premises unto the from all rights and benefits under and by virtue of the release and waive.			
1. Granton shall (1) promptly repair resource or rebuild		ne overstage which may become demand or he destroye	od: (2) keep said premises in good
condition and repsit, without waste, and free from mechanics lien or charge on the premises superior to the lice hereof, and a any building or buildings now or at any time in process of ere (6) make no material attentions in each premises except as re-	or other liens for claims for lien not expressly upon to pun request exhibit satisfactory evidence of the disch cition upon said premises; (3) comply with all reco., julred by law or journicipal ordinance.	inated to the ten need; (d) pay when the any takene emints of law or municipal ordinances with respect to	complete within a reasonable time the premises and the use thereof;
Grantors shall pay before any penalty attaches all ger due, and shall, upon written request, familish to Trustee or in I any tax or assessment which Grantor may desire to contest.	leneficiary duplicate receipts therefor, to prevent ten	full to 12 "See Changes shall pay in this under process,	in me manner broadway (A. seures)
 Grantors shall keep all buildings and improvements n by the insurance companies of moneys sufficient either to pay under insurance policies psyable, in case or loss or damage, to deliver all policies, including additional and renewal policies, to 	the cost of replacing or repairing the same or to pay Trustoe for the benefit of the Beneficiary, such rights Beneficiary, and in case of insurance about to expire, all	in full the nocosody as secured nervoy, all in companion to be evidenced by the standard mortgage clause to be half deliver renew applied on less than ten days prior to	attached to each policy, and shall the respective dates of expiration.
4. In case of default therein, Trustee or Beneficiary may but need not, make full or partial payments of principal or intredeem from any tax sale or forfeiture affecting said premises or askid premises or contest any tax or assessment. All moneys painteners advanced by Trustee or Beneficiary to protect the mor without notice and with interest thereon at the annual percentage to them on account of any default hereunder on the part of Or.	terst on prior encumbrances, if any, and purchase, di recontest any tax op promise or settle any tax lies or of d for any of the purposes berein authorized and all, c gaged premises and the lien hereof, shall be so much rate stased in the Contract this Thust Deed sectires. In	scharge, compromise or "are" by us her of oper prio wher prior lien or title or class whereof or redorm from spenses paid or incurred it. Et propulon therewith, [schike h additional indebtedness socired hereby, and shall beet	thy tamale or forfature affecting ting aligned by the and payable (1) pine immediately due and psyable (1)
This Trust Deed consists of two pages. The coverescence and are a part hereof and shall be bindin WITNESS the hand(s) and seal(s) of Grantors the	g on the Grantors, their neirs, successors a	on page 2 (the reverse side of this trust deed)	are incorporated herein by
Oni Even		ale & tele 2	94935106.
BINGWAUS	(SEAL)	DA A LATERSON SI	(SEAL)
DAME NISUSE K	(SEAL) . LANDE	LUNES JACKGON	(SEAL)
OFFITE OF ILLINOIS	SHELLY	BERVOULTZ	· · · · · · · · · · · · · · · · · · ·
STATE OF ILLINOIS, SS. County of	a Notary Public in and for and residing in said ANDRA L JACK 50	County, in the State aforesaid, DO HEREBY CER	SACKSON
Conny or	A.0.22		rateriore,
	who	o be the same persons whose names at the	subscribed to the foregoing
FOFFICIAL SEAL"	said instrument as	-	oves therein set forth
SHELLY BERKOWITZ	GIVEN under my hand and Notarial Scal this		whowit
My Commission Expires 11/22/5	This instrument was prepared by	The state of the state of	Notary Public
	RUTH MILLOCH	NICE 4024 APULA	CHICHIANT.
13_402 77	(Name)	(Add	ren)
13-802 IL		. \$1169 \$ SK >	2°11/02/94 11:16:00 4-94-935106
		- COOK COUNTY R	ECORDER

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- COVENANTS, CONDITIONS AND I ROUTEONS COVENUED FOOR PACE OF THIS TRUST DESTINATION TO A SHEET THIS TRUST DESTINATION TO A SHEET THE SHEET OF A SHEET THE PROPERTY OF THE SHEET OF A SHEET OF THE SHEET OF A SHEET OF THE SHEET OF T
- 6. Claintors shall pay each item of indebtedness herein mennoused, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without noise to Grantors, all unpaid indebtedness secured by this Trust Deed shall, townibetanding anything in the Commant or in this Trust Deed to the contrary, become dust suit payable (a) interesting payment of any installment on the Contrart, or (b) when default shall occur and time days in the performance of any other agreement of the Commander of the principal states are sold or transferred by the Drantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustre shall have the right to forecline the lieu bered. It am suit to foreclose the lieu hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expense which may be paid or incurred by or on behalf of Trustee in Beneficiary for surprey's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, senographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title exarches and examinations, guazanize policies, Torrestors certificates, and similar data and astainances with expect to lite as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the velocities to much additional indebtedness secured hereby and immediately due and payable, with interest there or all the amount 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 bankings to proceedings, to 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 bereford after accural of such right to foreclose whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: Flust, on account of all costs and expenses incatenal to the francious proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured and backets additional to that evidenced by the Control of the interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any overplus to Grandons, their holes, legal representatives or assigns, as thru electrons are remained in the principal and interest remaining unpaid on the note, fourth, any overplus to Grandons, their holes, legal representatives or assigns, as thru rights may appear
- 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. Such appointment may be made either before or after sale, without neitic, without regard to the their which the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as under receiver. Such receiver shall have the power to collect the trust, issues and profits of said premises during the pendency of such foreclosure such and, in case of a sale and a deflectency, during the full stantaging period of receivers be redemption or not, a well as thring any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rens. itsues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said jerrous. The Court from time to time may authorize the receiver in apply the net income in lin hands in payments in whole or in part of: (1) The indebtedness secured hereby, or by any decree (overclosing this Trust Deed, or any tax, special sassaying of other hen 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.
- 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 an action at law upon-
 - 11. Trustee or Beneficiary shall I we she right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to exam he title, location, existence, or condition of the premises, not shall Trustee be obligated to record this Trust Deed or to exercise any power betwee expressly obligated by the terms hereof, or a by liable for any acts or omissions hereunder, except to exact of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power berein given.
- 13. Upon presentation of satisfactory or den e 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 firm thereof, by proper instrument
- 14. In case of the resignation, inability in 14. In V c.t. of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereinder shall have the identical title, powers and authority as are herein given Trustee.
- 15. This Trust Deed and all provisions hereof, shall acte of the and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used become shall include all such persons and all persons liable for the payment of the includeness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed. The irrib Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

	ASSIGNMENT	94935106
	dersigned, the beneficiary under the within Trust Deed hereby transfers, sets	over and assigns the beneficial interest under such Trust
	F, the undersigned has set its hand a seal this 97H day of SE	PTEMPER 1084
	B& S Cons	
	CORPORATE SELLER SIGN HERE	Dealer
ATTEST:	CORPORATE SELLER SIGN HERE	Stevelion + Bemodel ing
	(its Socretary)	Manue and stile)
ACKNOV	VLEDGMENT BY INDIVIDUAL OR PARTATRSHIP BE	EMEFICIARY (SELLER)
TATE OF ILLINOIS.	SS. a Notary Public in and for and residing in said County, in the said	te aforesaid DO HEREBY CERTIFY THAT
ounty of		
ilk becobdeb く キーシャーひごご	cere some per to make did not be the same personal with a country of the same personal with the country of this day in personal darknowledge.	
2283 11/05/64 11:15:		volunta y acc
Sping Shida	10-1d300HEN under my band and Nutarial Scal this	day of
	_	Notary Public
	ACKNOWLEDGMENT BY CORPORATION (SE	LLER)
4, 4, 2, 4	Promit Minary (CH) and	
TATE OF ILLINOIS,	1. Livit Mulabeth Nick	c aforesaid DO HEREBY CEST IN THAT
County of Cook	a Notary Public in and for and residing in said County, in the State	KAS, DS-AUT
"OFFIC	JAL SEAL"	
RUTH	MIROCHNICK 1.5 personally known to me and who executed the LIC, STATE OF REMODIShelpton named therein and acknowledged that they signed	foregoing Assignment as president and secretary, respectively, and delivered the same as their free and voluntary act as such
NOTARY PUB	LIC, STATE OF ICTINOIS TO name of and un behalf of said corporation for the us	es and purposes therein set furth.
Jumin 2		\$D. 1979
(1) A		JULD WALL Strain Truste
D. NAME		FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE
AF		DESCRIBED PROPERTY HERE
STREET B1	31 LBJ FRWY. SUITE CLAS	1(ac 1) M
Y 1 7.	31 CBJ FRWY. SOUTH	1221 N. MODILOR
E DA	LLAS, TX 75251 TN: PACKAGING DEPT	CHICAGO, ILLINOIS

INSTRUCTIONS