

# UNOFFICIAL COPY

6879265106  
94935106

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

94935106

THIS INDENTURE, made AUGUST 18, 1994, between ANDRA L. JACKSON AND WIFE  
DELORES JACKSON herein referred to as "Grantors", and Ronald E. Holman  
of 8131 W. W. Hwy #409 Dallas, Texas Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to B+S CONSTRUCTION & Remodeling, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of NINE THOUSAND EIGHT HUNDRED SIX DOLLARS AND FORTY CENTS Dollars (\$ 9806.40 ), 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 060 consecutive monthly installments of \$ 163.44, followed by 1 at \$ 163.44, followed by N/A at \$ N/A, with the first installment beginning on 10/15, 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. PULASKI, CHICAGO, IL, 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 \$ 6224.00. The Contract has a Last Payment Date of 9/15, 1999.

NOW, THEREFORE, the Grantors do agree 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 COUNTY OF COOK AND STATE OF ILLINOIS, to wit: PIN# 16-05-203-009

LOT THIRTY SIX IN BLK 1, IN WASSILL AND BRANDRAGS NORTH AVE  
SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4)  
OF THE NORTH WEST QUARTER (1/4), OF THE NORTH EAST QUARTER (1/4)  
OF SECTION 5 ALSO THE EAST HALF (1/2) OF THE NORTH EAST QUARTER (1/4)  
OF THE NORTH WEST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4)  
39 NORTH N 64 13 EAST OF THE THIRD PRINCIPAL MERIDIAN 1535 N. MONITOR, CHICAGO, ILLINOIS  
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, 1535 N. MONITOR, CHICAGO, ILLINOIS  
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the usqs 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 on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's 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 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. 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 herebefore required of Grantors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or satisfy 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 promissory 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 connection therewith, including attorney's fees and costs, and 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.

Joni Evans (SEAL) Andra L. Jackson Sr. (SEAL) 94935106  
Anna Misarek (SEAL) Delores Jackson (SEAL)

STATE OF ILLINOIS, I, SHELLY BERKOWITZ  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
County of COOK ANDRA L. JACKSON SR. AND DELORES JACKSON

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 THEIR free and voluntary act, for the uses and purposes therein set forth.  
GIVEN under my hand and Notarial Seal this 18TH day of AUGUST, A.D. 1994  
Shelly Berkowitz Notary Public



This instrument was prepared by RUTH MIDOCHNICK 4036 N. PULASKI, CHICAGO, IL  
(Name) (Address)

DEPT-01 RECORDING \*23.50  
T#0012 TRAN 5582 11/02/94 11:16:00  
#1169 SK \*-94-935106  
COOK COUNTY RECORDER

2350  
EX

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

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- 5. The Trustee or Beneficiary hereby secures...
6. Grantors shall pay each item of indebtedness herein mentioned...
7. When the indebtedness hereby secured shall become due...
8. The proceeds of any foreclosure sale of the premises shall be distributed...
9. Upon, or at any time after the filing of a bill to foreclose...
10. No action for the enforcement of the lien or of any provision hereof...
11. Trustee or Beneficiary shall have the right to inspect the premises...
12. Trustee has no duty to examine the title, location, existence...
13. Upon presentation of satisfactory evidence that all indebtedness...
14. In case of the resignation, inability or removal of Trustee...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors...

ASSIGNMENT

94935106

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 9th day of SEPTEMBER 1994. B+S CONSTRUCTION & REMODELING (SEAL) Dealer. ATTEST: (Its Secretary) By: B+S CONSTRUCTION & REMODELING PRES

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, 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 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, I, RUTH MIROCHNICK, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook personally known to me and who executed the foregoing Assignment as president and secretary, respectively. Notary Public



DELIVERY

NAME STREET CITY

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

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

1535 N. MONITOR CHICAGO, ILLINOIS

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER