

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 9-20, 1994, between Ellen Beaudin, herein referred to as "Grantors", and T.R. Siedzinski of Chicago, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Energy Craft Window Co., 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 and no/100 Dollars (\$9800.00), 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: at \$ 235.71, followed by at \$ N/A, followed by at \$ N/A, with the first installment beginning on 12-4, 1994, and the remaining installments continuing on

the same day of each month hereafter until fully paid. All of said payments being made payable at 118 N. Clinton, Suite 302, Chicago, 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 \$ 9800.00. The Contract has a Last Payment Date of 11-4, 1994.

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, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 9 IN BLOCK 19 IN EGGALE, A SUBDIVISION OF THE EAST 118 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

5478 S. GREENWOOD CHICAGO, IL 60615 #20-11-329-022

94953102

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 Laws 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 (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. 2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water, sewer, gas, electric, telephone, 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 the manner provided by statute, any tax or assessment which Grantor may desire to contest. 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning, theft, and other perils, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default hereunder Grantors shall pay, in the manner provided by statute, any tax or assessment which Grantor may desire to contest. 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter 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 thereon, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise to settle any tax lien or other prior lien or title or claim thereon, or receive 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 hereon 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 construed 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.

Ellen Beaudin (SEAL) John F. Gillespie (SEAL)

STATE OF ILLINOIS, SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Ellen Beaudin 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 she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 20 day of September, 1994. John F. Gillespie, Notary Public

This instrument was prepared by John F. Gillespie, 6333 N. Pulaski, Chicago, IL 60646

22.50

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

- 5. The Trustee or Beneficiary hereby secured...
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 lien...
11. Trustee or Beneficiary shall have the right to inspect...
12. Trustee has no duty to examine...
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 assigns the beneficial interest under such Trust Deed and the obligation secured thereby to EQ Financial, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 19 day of October 1997.

ENERGY CRAFT WINDOW CO. Dealer (SEAL)

CORPORATE SELLER SIGN HERE ENERGY CRAFT WINDOW CO.

ATTEST: [Signature] (Its Secretary)

[Signature] (Name and Title) President

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, I, [Signature] a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Signature] 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 the said Assignment as free and voluntary act GIVEN under my hand and Notarial Seal this [Date] day of [Month], A.D. 19[Year] Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, I, Dennis E Stock a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Signature] 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 [Date] day of [Month], A.D. 19[Year] Notary Public



DELIVERY NAME EQ FINANCIAL, INC. 118 N. CLINTON, #302 STREET CHICAGO, IL 60661 CITY (312) 466-4900

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 5478 S Greenwood Chicago, IL 60615

INSTRUCTIONS 94953102

OR RECORDER'S OFFICE BOX NUMBER