

UNOFFICIAL COPY

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TRUST DEED

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THIS INSTRUMENT IS VALID FOR RECORDED PURPOSES ONLY

THIS INDENTURE, made May 26, 1994, between James T. and Donna Williams herein referred to as "Grantors", and Ronald E. Holman of 8131 265th St. 400, Dallas, Texas, hereinafter referred to as "Trustee", witnesseth.

THAT, WHEREAS the Grantors have promised to pay to Thermo-Shield Co., Inc. herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Four Thousand Five Hundred Ninety-Four dollars and 20/100 Dollars (\$ 4,594.20), 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 at \$ 76.57, followed by 1 at \$ 76.57 followed by N/A at \$ N/A, with the first installment beginning on 9-18, 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 1672 Barclay Blvd. Buffalo Grove, IL 60089 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 \$ 3,150.00. The Contract has a Last Payment Date of 08-18, 1999.

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

Lot 39 and the South 5 feet of Lot 40 in Block 150 in Harvey A Subdivision in Section 7 and Section 18, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. DEPT-01 RECORDING #23.50 #8888 TRAN 5901 11/18/94 09:36:00 #1616 # JB * -94-980174 COOK COUNTY RECORDER 94980174

PIN# 29-07-424-050

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 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 in 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 compliance 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 hereinafter 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 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 transaction there-with, including attorney's fees, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be in 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.

James T. Williams (SEAL) Donna Williams (SEAL)
(SEAL) (SEAL)

STATE OF ILLINOIS

I, Paul N. Kron

SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT James T. and Donna Williams

County of Cook

who are personally known to me to be the same person 5 who has subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that their "OFFICIAL SEAL" signed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of May, State of Illinois, 1994

Notary Public, State of Illinois
My Commission Expires 11-29-97

This instrument was prepared by

Joel S. Kron 1672 Barclay Blvd., Buffalo Grove, IL 60089
(Name) (Address)

2350
D.O

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

5 The Trustee or Beneficiary hereby secured making any payment hereby, authorized to take any action... 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 this Trust Deed... 10 No action for the enforcement of the lien or any provision hereof shall be subject... 11 Trustee or Beneficiary shall have the right to inspect the premises... 12 Trustee has no duty to examine the title, location, existence, or condition of the premises... 13 Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed... 14 In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority... 15 This Trust Deed and all provisions hereof, shall be binding upon Grantors and all persons claiming under or through Grantors...

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 Portfolio Acceptance Corp.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 1 day of September, 1994. THERALD SHIELD Co Inc (SEAL) Dealer

CORPORATE SELLER SIGN HERE

ATTEST: [Signature] (Its Secretary) B. [Signature] (Name and Title) THERALD SHIELD Co Inc 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 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 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, PAUL KEON 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 executed the same as their free and voluntary act as such officers in the name of and on behalf of said corporation for the purposes therein set forth GIVEN under my hand and Notarial Seal this day of A.D. 1994 My Commission Expires 11/28/97 Notary Public

DELIVERY

NAME Portfolio Acceptance Corp. STREET 8131 LBJ Freeway Suite 400 CITY Dallas, Texas 75251

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

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER