UNOFFICIAL COPY 6879862

TRUST DEED		THE ABOVE SPACE FOR RECORDERS I	USE ONLY
THIS INDENTURE, made September	r 14th 1994 , beause	on LAMPENCE VEAL	+ BEVERLY H. VEAL
herein referred	to as "Granson", and Electrical	t tomas	
~ 8131 CBI 6	rwy Dallas, 1X		"Trustee", witnesseth.
THAT, WHEREAS the Orantors have promised	wpey in ARCINIAY CONST CO	- 	, herein referred to as
"Beneficiary", the legal holder of the Home Im-	provement Contract hereinafter called "Co	ntraci" and described, the sum of A	INK THRUSON O
FOUR HUNDRED NINE by dollar evidenced by one certain Contract of the Grenton	05 AND 132/100 of even date herewith, made payable to the l	Beneficiary, and delivered, in and by wh	tholiars (1 9490-32), ich sald Contract the Oraniors promise
to pay the said sum in 12 consecutive mon	ithly installments: 71 at 3 131.	31 , followed by m	s 131.81 , followed by
NA at \$ NA . with the firm		7) (remaining installments continuing on
the same day of each month the patter until fully	y paid. All of said payments being made p	payable at 1962N.C14BOURN	CHILAGO, II.
Illinois, or at such place as the deneficiary or of	_	iting appoint.	Lection
The principal amount of the Conti with 5	400.00 The Contract	hus a Last Payment Date of	110100 19.
NOW, THEREPORE, the Grantors to recure it performance of the coverants and agreement, has receipt whereof is hereby acknowledged, do by the and all of their estate, right, title and interest	rein contained, by the Grantors to be performed from the performed to be perfo	ormed, and also in consideration of the to the Trustee, its successors and assign the Charles and assign the Charl	sum of One Dollar in hand paid, the
COUNTY OF COOK	AND STATE OF I	LLINOIS, 16 WII: LOT 4/0 /	N Block 3 IN A.J.
HAWHE'S SOUTH PARK SU THE SOUTHEAST 1/4 AND	BOWISHIN OF THE SOU	THWEST 114 OF THE	NORTHEAST 1/4 OF
THE SOUTHERST I'V OF SON	CHON 12 TOWNSHIP	38 NORTH RANGE	M. EAST OF THE
THIRD PRINCIPAL MERIDIA PINE 20-22-410-	N. In Son Bunky,	Illinois.	
COMMONLY KNOWN AS: 65	821 5 St. CHORENCE	CINCAGO ,It.	94980177
which, with the property hereinsfier described, it			
TOGETHER with improvements and fixtures in TO HAVE AND TO HOLD the premises unto I from all rights and benefits under and by virtue of release and waive.	the said Trustee, its successors and a alpha, the Homestead Exemption Laws of the 300	forever, for the purposes, and upon the	uses and trusts herein set forth, free
1. Oraniors shall (I) promptly repair, reports or rebuild	d and buildings as improved and any or best for the	n the president which they become demaged or	be destroyed; (2) keep said premises in good
1. Creations shall (1) promptly repair, reserve to recursioned and repair, without waste, and free from mechanic lies or charge on the premises superior to the liest hereof, and any building or buildings now or at any time in process of a (6) make no material aftertitions in each premises except as ?	is or other liess or claims for her risk expressly see d upon request exhibit satisfactory evidence of the di- trection upon said premises; (5) comply with all rec-	ordir and to the lies hereof; (3) pay when due acharge of much prior lies to Trastes or to Benerative and of law or municipal ordinances with	any indebaodness which may be secured by a ficiary; (4) complete within a reasonable time respect to the premises and the use thereof;
 Creators shall pay before any penalty attaches all gidue, and shall, upon written request, farnish to Trustee or to any tax or assessment which Grantor may dealer to contest 	eneral taxes, and shall pay special taxes, special asset Beneficiary duplicate receipts therefor. To prevent t	Minut tentral of 1,100 but minut but in ten one	or promot, so on name provident by training
 Grantors shall keep all buildings and improvements by the insurance companies of moneys sufficient either so pe- under insurance policies psyable, in case of loss or damage, it deliver all policies, including additional and renewal policies. 	to instance for the benefit of the benefit lary, but in ing to Beneficiary, and in case of insurance about to expire	, shall deliver reaswal policier less then ten d	lays prior to the respective dates of expiration.
4. In case of default therein, Trustee or Beneficiary must need not, make full or partial psyments of principal or invident from my tax acle or foreignture affecting said premises and premises or consest any tax or assessment. All moneys permises developed by Trustee or Beneficiary to protect the movings and principles and with internet thereon at the annual percentage.	seres on prior encumorance, it may, and parameters or consest my tax or promise or aestic say sax lies o said for any of the purposes herein authorized and a bringed premises and the lien hereof, shall be so my man state stated in the Contract this Trust Deed socures.	contracting the second of second of the second of	term Array and the sale or forfaiture affection
to them on account of any default herevader on the part of C This Trust Dued consists of two pages. The con-	in the second se	o on many 2 (the receive side of this tr	ur dr. d) am incornormed hemin by
This Trust Deed consists grown pages. The com- reference and are a part hereof and shall be bindu WITNESS are hand(s) and seal(s) of Grantors to	ng on the Lithmois, their neits, successors	and assigns.	C
Thaurence Veal	(SEAL)	merlo Weal	(FEAL)
		. 0	
	(\$BAL)		(SBAL)
	M. Robert Lie	BERMAN	
STATE OF ILLINOIS. S5:	a Notary Public in and for and residing in sa		SBY CERTIFY THAT
County of LOOK	LAWRENCE VEAL	two BEVERLY H. VE	AL
		to be the same person & whose name _	ARE subscribed to the foregoing
"OFFICIAL SEAL"	Instrument, appeared before me this day in per-	con and actinowledged that	and purposes therein set forth.
"OFFICIAL SEAL" } M. ROBERT LIEBERMAN {	GIVEN under my hand and Noterial Seal th	14 500/	A.D. 10 94
NOTARY PUBLIC, STATE OF ILLINOIS \$		- hm · letter	Notery Public
MY COMMISSION EXPIRES 1/26/97	1(This instrument was properted by		
\$2. \$3. * (图) (图) \$2. \$2. \$3. \$4. \$9. \$9.	DENNY W Hill	1962 N. CIGBOURN.	CHICAGO II. 60614
13-802 ZL	(Mame)		(Address)

COVENANTS, CONDITIONS AND PLOYER ONE CHTIPUED PLOYER AGE, DE THE PROST DEED!

5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to casessments, may be necessarily to any bill, statement or estimate product from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sail, fightings, tax light of file or claim therepi

6. 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 notice to Orantors, 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 in 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.

7. When the indebtodness hereby sourced 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 indebtodness 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, Evision Sees, Evision Sees,

9. The proceeds of any force lower sale of the premises shall be distributed and applied in the following series of promits. Plist, on account of all costs and expenses incidental to the force forum proceedings, including all such items as are mentioned in the proceeding paragraph hereof, second, all other tiems which under the terms hereof constitute occurred indefeadness additional to that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest emaining aignald on the note, fourth, any inverplus to finances, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or et any time after the filing of a bill to foreclose this Trust Dead, 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 then value of Jeanners at the time of application for such receiver and without regard to the then value of Jeanners at the time of application for such receiver and without regard to the then value of Jeanners or involved as a homestad or not and the Trustee hereunder may be appointed at such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premise during the pendency. Jeanners of the foreclosure must and, in one of a sale and a deficiency, Jeanners period of redemptions, whether there be redemption or not, a. well as during any left of redemptions, whether there be redemption or not, a. well as during any left of redemptions, whether there is not to the rent of redemptions or not, any of the said premise during the whole of said period. The Court from time to time may surhorize the receiver to apply the net income in his hands in paymonts in whole or in part of. (1) The indebtodises secured hereby, or by any decree foreclosing this Trust Dead, or any tax, special assessment or other Jian which may be or become superior in the line historic of such decree, provided such application is funde prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enfer cent of the lion or of any provision beroof shall be subject to any defense which would not be good and available to the party interprising same in 30 action at law upon the note hereby secured.

11 Trustee or Beneficiary she'; have the right to inspect the premises at all enabonable times and access thereto shall be premitted for that purpose

12. 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, at the condition and action of the series hereof, at the condition and trustee may require indominities satisfactory to Trustee backer exercising any power herein given.

13. Upon presentation of satisfactory evid and that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full aethority to reloase this Trust Deed, the lien thereof, by proper instrument.

14. In case of the resignation, mability or refusal 12 art of Trustee, the Boneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust horeunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and 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 ir less directly as used herein shall mean and include any successors or assigns of Berieff Lay.

Deed and the obligation secured the	ereby to	beneficiary under the within Trust Dec			
IN WITNESS WHEREOF	the undersign	gned has set its hand and seal this	day of		
				Denier	(SEAL
		CORPORATE SELLE	R SIGN HERE	;	
ITEST:		()			
		(Its Secretary)	/	(Name and Til	le)
ACKNOW	LEDGME	ENT BY INDIVIDUAL OR PA	ARTNERSHIP	BENEFICIARY (S	ELLER)
ATE OF ILLINOIS.		,	1		
NE DI IDMINOIDI	\$5.	a Notary Public in and for and residing	in said County, so the	State aforesaid, DO HEREB	Y CERTIFY THAT
ımy of)				
		who personally known t	o me to be the same ne	tion whose name	subscribed to the forceouse
		Assignment, appeared before me this day			signed and delivered
		the said Assignment as	free a	nd voluntary 🙉 1	
	GIVEN under my hand and Notarial Sea	d this	day ol	A D. 19	
			•	()	Notary Public
	ACI	KNOWLEDGMENT BY COF	COMMITTON (2	BELLER)	0.400.0459
TE OF ILLINOIS,	ss	I a Notary Public in and for and residing in	said County, in the S	tale aforesaid, DO HEREBY	94980177 CERNY THAT
ATE OF ILLINOIS.	ss	Notary Public in and for and residing it	said County, in the S	tote aforesaid, DO HEREBY	
	ss	Notary Public in and for and residing in personally known to			CERNY THAT
	ss.	whopersonally known to of the corporation named therein and acknown	me and who executed to	the foregoing Assignment as p	CERIVIY THAT resident and secretary, respectively, their free and voluntary act as such
	ss	who	me and who executed to wiedged that they sign aid corporation for the	the foregoing Assignment as p ed and delivered the same as uses and purposes therein se	CERIVY THAT resident and secretary, respectively, their free and voluntary act as such a forth.
	ss.	whopersonally known to of the corporation named therein and acknown	me and who executed to wiedged that they sign aid corporation for the	the foregoing Assignment as p ed and delivered the same as uses and purposes therein se	CERIV'Y THAT readent and secretary, respectively, their free and voluntary act as such at forth A D. 19
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D NAME POTE	_ 1	whopersonally known to of the corporation named therein and ackno officers in the name of and on behalf of a GIVEN under my hand and Notarial Seal	me and who executed it owledged that they sign aid corporation for the this	the foregoing Assignment as p ed and delivered the same as uses and purposes therein se	CERNYT THAT resident and secretary, respectively, their free and voluntary act as such a forth A D. 19 Notary Public X PURPOSES SSS OF ABOVE
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RECORDER'S OFFICE BOX NUMBER