

UNOFFICIAL COPY

TRUST DEED

THIS INDENTURE, made FEBRUARY 15, 1994, between EDDIE DICKERSON, UNMARRIED, herein referred to as "Grantors", and TRI R CONSTRUCTION of CHICAGO Illinois, herein referred to as "Trustee", witnesseth THAT, WHEREAS the Grantors have promised to pay to ASSOCIATES FINANCE, 7035 W. NORTH AVE OAK PARK, IL. 60302 "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of SEVEN THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND TWENTY CENTS Dollars (\$ 7375.20), 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: 60 at \$ 122.92, followed by N/A at \$ -0-, followed by N/A at \$ -0-, with the first installment beginning on MARCH 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 ASSOCIATES 7035 W. NORTH AVE OAK PARK, IL. 60302 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 \$ 5000.00. The Contract has a Last Payment Date of FEBRUARY 15, 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 CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 27 IN PHINNEY'S SUBDIVISION OF BLOCK 10 IN HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

525 N. ST LOUIS, CHICAGO, IL TAX NO. 16-11-218-009 which, with the property hereinafter described, is referred to herein as the "premises." DEPT-01 RECORDING \$23.50 T00012 TRAN 6075 03/16/94 09104:00 #0360 \$ SK \*-94-237445 COOK COUNTY RECORDER

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 or 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 properly 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 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 Grantors 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 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. 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder for or on behalf 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, complete, use or settle any tax lien or other prior lien 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 any other 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.

(SEAL) Eddie Dickerson (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS, ) MARY T. TOMASZEWSKI ) SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK ) EDDIE DICKERSON, UNMARRIED )

OFFICIAL NOTARY PUBLIC STATE OF ILLINOIS COMMISSION EXPIRES 7/21/95

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 HE signed and delivered the said Instrument as HIS free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 15TH day of FEBRUARY A.D. 1994 Notary Public

This instrument was prepared by M. TOMASZEWSKI, 7035 W. NORTH AVE, OAK PARK, IL. 60302 (Name) (Address)

MAIL TO: ASSOCIATES 7035 W. NORTH OAK PARK, IL 60302 23.50 CM

# UNOFFICIAL COPY

## COVENANTS, CONDITIONS AND PROVISIONS GOVERNING THE OPERATION OF THIS TRUST DEED

5. The Trustee or Beneficiary hereby severally and jointly, and jointly and severally, hereby covenants and agrees to pay all taxes, including property taxes, which are levied on the premises, and to pay all other taxes, including income taxes, which are levied on the income of the premises, without inquiry into the accuracy of such full statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or other lien thereon.

6. Grantors shall pay each item of indebtedness hereon mentioned, both principal and interest, when due as aforesaid to the lender hereof. As to special assessments levied on the premises, all unpaid indebtedness secured by this Trust Deed shall, without limiting anything in the Contract or in the Trust Deed to the contrary, be paid by the party or parties obligated hereon in default of making payment of any installment on the Contract or of any other debt or obligation for three days after the performance of any other agreement of the Grantors hereon is obtained or immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

7. When the Trustee hereby assigned shall be or become, whether by assignment or otherwise, Beneficiary or Trustee, shall have the right to exercise the beneficial interest in the premises hereon provided herein, there shall be allowed and included in the exercise of said beneficial interest such expenses which may be paid or incurred by the Beneficiary or Trustee, including attorney's fees, Trustee's fees, appraiser's fees, surveyor's fees, documentary and expert witness, stenographic charges, publication costs and costs of title searches, examinations, guaranty policies, Trustee certificates and similar expenses, together with the reasonable and necessary expenses of the Beneficiary or Trustee, which may be reasonably necessary either to prosecute such suit or to evidence to holders of any sale which may be had pursuant to such decree the true intention of the Grantors in the exercise of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and payable with interest at the annual percentage rate stated in the Contract of this Trust Deed, when paid or incurred by Trustee or Beneficiary in connection with any proceeding, including judicial and extrajudicial proceedings, in 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 the preparation for the prosecution of any suit for the enforcement hereof after a final or such right to foreclose, whether or not actually commenced, or the preparation for the defense of any threatened suit or proceeding which might affect the interests of the Beneficiary hereof, 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: First, to payment of all taxes and expenses as aforesaid in the foregoing paragraphs, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute senior or subordinate indebtedness to that contained in the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, then heirs, legal representatives or assigns, to their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose this Trust Deed, by a suit 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 solvency or insolvency of Grantors at the time of application for such receiver and without regard to the jurisdiction of the court, or whether the same shall be then accepted as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and deficiency, during the full statutory period of redemption, whereby there be redemption, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues 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 period. The Court from time to time may authorize the receiver to apply for and receive any moneys in payment in whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be or become a lien upon the premises hereof, or (2) such application is made prior to foreclosure sale, or 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 instituting same in an action at law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted 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, nor shall Trustee be liable for any acts or omissions hereunder, except in case of gross negligence or bad conduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.

13. Upon presentation of satisfactory proof 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 lien thereof, by proper instrument.

14. In case of the resignation, inability or resignation of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder 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 indebtedness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

### 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 Associates Financial Services Company, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 15<sup>th</sup> day of February, 1994

TRISE RECONSTRUCTION & SECURITY (SEAL)  
Dealer

### CORPORATE SELLER SIGN HERE

ATTEST: *[Signature]* (Name and Title)  
*[Signature]* (Name and Title)

### ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, I, \_\_\_\_\_  
County of \_\_\_\_\_  
SS: 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 signed and delivered  
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, \_\_\_\_\_  
County of \_\_\_\_\_  
SS: 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 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_  
Notary Public

DELIVERY

NAME \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_

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

SAS N. ST LOUIS  
CHICAGO

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_