

# UNOFFICIAL COPY

94292568

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 11 6, 1993, between MARJORIE A. Patterson and Rosemary Patterson herein referred to as "Grantors", and Dennis E. Stock of 8131 6th Avenue, Ste 200, Burr Ridge, Illinois 60521, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Country Bank of Chicago, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) 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 240 consecutive monthly installments: 057 at \$ 287.50, followed by 01 at \$ 277.42, followed by N/A at \$ N/A, with the first installment beginning on Month & Day, 1993 and the remaining installments continuing on

the same day of each month thereafter until fully paid. All of said payments being made payable at 6333 N. Pershing, Chicago, Illinois 60646, 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 \$12,500.00. The Contract has a Last Payment Date of 19.

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 hereby present 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 31 IN WAKEFORD EIGHTH ADDITION BEING TAINTOR'S SUBDIVISION OF BLOCK 2, IN WAKEMAN'S SUBDIVISION OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN # 20-27-406-035

DEPT-01 RECORDING \$23.50  
T#8888 TRAN 9947 03/31/94 12:29:00  
#3998 #JB \*-94-292568  
COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with improvements and fixtures now attached together with covenants, rights, privileges, interests, rents and profits. 94292568

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 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 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 at least ten days prior to the respective dates of expiration.

4. In case of default thereof, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore 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 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 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. Trustee or Beneficiary shall not be held 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.

Dennis E. Stock (SEAL) Mary A. Patterson (SEAL)  
Rosemary Patterson (SEAL)

STATE OF ILLINOIS.

County of DuPage SS. Dennis E. Stock a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

MARJORIE A. Patterson and Rosemary Patterson who are personally known to me to be the same persons as whose names 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 6th day of March A.D. 1993.

" OFFICIAL SEAL "  
DENNIS E. STOCK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/12/94

This instrument was prepared by Dennis E. Stock (Name) 6333 N. Pershing, Chicago, Illinois 60646 (Address)

2350

4. The Trustee or Beneficiary hereby agrees not to make any payment or transfer in cash or in kind, or to make any statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 Grantors, 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.

[illegible][illegible][illegible]

10. No action for the enforcement of the lien or of any provision herein shall be subject to any defense which would not be good and available to the party ~~originally liable~~ herein secured by 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 the purpose

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, and shall neither be obligated to, nor shall Trust have or be deemed to exercise any power herein given unless expressly obligated by the terms hereof, and is liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

12. Upon presentation of a satisfaction certificate that all indebtedness secured by this Trust has been fully paid (either in full or in whole), the Trustee shall have full authority to release this Trust from the lien thereof, by proper instrument.

16. In case of the resignation, inability or refusal of any Trustee, the Board shall have the authority to appoint a successor to Trust. Any successor in first 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 trustees and all persons claiming under or through them and the words "trustees" when used herein shall include all such persons and all persons liable for the payment hereof or any part thereof whether or not such persons shall have assumed the function in 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, vests and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

**ATTEST:**

**CORPORATE SELLER SIGN HERE**

94292568

## The Secretary

(Name and Title)

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

STATE OF ILLINOIS.

County of

33. I, \_\_\_\_\_, Secretary Public in and for the Republic of \_\_\_\_\_, in and for the State aforesaid, DO HEREBY CERTIFY THAT

who personally knows me to be the same person whose name subscribed to the foregoing  
 Assignment appeared before me this day on person and acknowledged that signed and delivered  
 the said Assignment as free and voluntarily act  
 (JIVE) under my hand and official seal this day of A. D. 19

**Notary Public**

**ACKNOWLEDGMENT BY CORPORATION (SELLER)**

STATE OF ILLINOIS.

County of

55 a. 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 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.

**Notary Public**

**DELIVERY**

NAME

**STREET**

**CITY**

### INSTRUCTIONS

**OR**

RECORDED'S OFFICE BOX NUMBER

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