TRUST DEED

13-802 IL

THE ABOVE SPACE FOR RECORDERS USE OBLY

V13468

| THIS INDENTURE, made | 2/15 | . 1994 . | between Abie. | Jackson and D | orothy M. Jac | kson |
|--|--|---|---|--|---|---|
| | | Irantors", andDai | | | | |
| | | Ste.700,Dalla | | | | |
| THAT, WHEREAS the Grantors have p | romised to pay to | First Church | ill Builder | s, Inc. | , here | in referred to as |
| "Beneficiary", the legal holder of the H | lome Improvemen | t Contract hereinafter calls: | d "Contract" and c | described, the sum of e | ighteen thous | and |
| eight hundred four a cyldenced by one certain Commet of the | | | | | | |
| to pay the said sum in 120 consecutive files 11/d with 1 | ative monthly institute the the first health | allments: 119ut 5 15 | 16.70 \ 100 \ 136-40 \ 100 | , followed by 1 gs | s 156.70 er remaining insistimen | , followed by is continuing on |
| the same day of each month thereafter | until fully paid. A | all of sald payments being i | made payable at | 1400 S Wolf | RD, Wheeling, | <u> 11. 6009</u> 0 |
| Illinois, or at such place as the Benefic | lary or other hold | er may, from time to time, | in writing appoint | | 1 | |
| The principal amount of the Can act is | s 9,900.0 | O | intract has a Last P | hyment Date of | (15 | -36CH |
| NOW, THEREFORE, the Grators to performance of the covenants and agree receipt whereof is hereby acknowledged, and all of their estate, right, titled COUNTY OFCOOK | o secure the paying ments herein cont , do by these prese no, interest, therei | ent of the said obligation in ained, by the Gruntors to b nts CONVEY and WARRA in, situate, lying and bei AND STATE | accordance with the performed, and a NT unto the Trustong in the City OF ILLINOIS, to | he terms, provisions and itso in consideration of the terms, as successors and assignment of Chicago owit: | limitations of this Trus e sum of One Dollar is gns, the following descr | n hand paid, the ibed Real Estate |
| Lot 28 (except the S 2 in New Roseland, being Boundary Line and parall in Township 37 Not Illinois. | g a Subdiv t of rract rth, Rance | ision of part of ional Sections 1/2, East of the | of Fraction 28 and 33, | al Section 33, S of the Indi | N of the In | dian Line, |
| PINITIONS. PINITIONS. | | -/08-040 d to hereil as the "piernise | s." | . 46320 ÷ | RAN 0078 <mark>04/1</mark> 3 | -533047 |
| TOOETHER with improvements and TO HAVE AND TO HOLD the premi from all rights and benefits under and by release and waive. | ses unto the said " | Trustee, its success and a | ssigns, forever, for | s, interests, rents and pro the purposes, and upon t | ifits. he uses and trusts herei | in set forth, free |
| COVENANTS, CONDITIONS AND P | | | | | | |
| Oraștors shall (1) promptly repair, realo condition and repair, without waste, and free fro- lien or charge on the premises superior so the lier any building or buildings now or et any time in (6) make no material abstations in said premises | m mechanic's or other i hereof, and upon seq process of crection up | liens or claims for lien not expr uest exhibit satisfactory evidence ion said premises; (5) comply wi | es. " out ardinated to the of the discharge of such | ie lien hereof; (3) psy when du is prior lien to Trustoe ur to Bei | ie any indelitotoess which m neficiary; (4) complete withi | my be secured by a n a reasonable time |
| Grandurs shall pay before any penalty at due, and shall, upon written request, furnish to li- any tax or assessment which Grantor may desire | Prostee or to Beneficia | es, and shall pay special taxes, so ry duplicate receipts therefor. In | istew "in, measte leise prevent default new and | r charges, sewer service charge let Grantors shall pay in full ut | s, and other charges against nder protest, in the manner p | the premises when provided by statute, |
| Grantors shall keep all buildings and in by the insurance companies of moneys sufficient under insurance policies psyable, in case of lots deliver all policies, including additional and renew | iprovements now at he either to pay the cost or damage, to Trustee | for the benefit of the Beneficiary | , such rights to be evide | es rad by the standard mortgage | e clause to be attached to eac | ch policy, and shall 😘 🗀 |
| 4. In case of default therein. Trustee or Bebut need not, make full or pential perments of predeem from any tax sale or forfeiture affecting as sald permises or contest any tax or assessment. A moneye advanced by Trustee or Beneficiary to printhout notice and with interest thereon as the sam to them on account of any default hereunder on the termination. | incipal or interest on a aid premises or contest ail moneys paid for an otect the moreuserd b | prior encumbrances, if any, and p any tax or promise or settle any y of the purposes herein authorize remises and the fien hereof, shall | surchase, discharge, cor tat lien or other prior li ed and all expenses paid be so much additional | nprumise or lettle any tax lien ien or illie or riaim hereof, or d or incurred in charection the l indebtedness slow of hereby in | or other prior lien or title u redoem from any tax sale or rewith, including atturney's and shall become immediate | forfeinire affecting foes, and any other ly due and payable |
| This Trust Deed consists of two pages reference and are a part hereof and shall WITNESS the hand(s) and seal(s) of | l be binding on th | e Grantors, their heirs, suc | cessors and Assign | (the reverse side of this | rusi deed) are incorpo | inited herein by |
| Abio lackson | com | (SEAL) | KIRRAL | ly mys | com | (SEAL) |
| Able Jackson | | (SEAL) | noroth | y/n. Jacksowi | | (SEAL) |
| | | | 7.4 | | | |
| STATE OF ILLINOIS, | SS. a Note | RONNIE U | Johnson in the County in | the State above etc. DO UE | DURY CENTRY THAT | |
| COOK County of | | Abie Jackson a | | | | · · · · · · · · · · · · · · · · · · · |
| HOPEVOIAL CEAL " | .7 | are personally kno | | me person <u>S</u> whose name | | i to the foregoing and delivered the |
| "OFFICIAL SEAL" RONNIE C. JOHNSON | | utrument as their | | and voluntary act. for the us | | |
| Hotary Public, State of Illinois My Commission Expires 1/5/98 | { giv | EN under my hand and Notaris | I Seel this | Konnie | C. John | 200 |
| MJ COMMISSION CAPTES 1/0/30 | This is | sstrument was prepared by | | <u></u> | Notary | Public |
| |) (nd 11 | | s 1400 S Wo | olf RD. Wheeli | ng. 1] 60090 | _ ···_ |

2354

COVENANTS, CONDITIONS AND FRO TINOLS CONTINUED FRO 1 PAGE OF THIS RUST DEAT. 5. The Trustee or Beneficiary hereby secured making an Day's yearst or by authorized ellalings? to refor a segment, they depended in to any believalement or estimate procured from the appropriate public office without inspulry into the accuracy of such bill, distancement or estimate in into the vanishy of any task, estessment, sale, forwhile, tax lient or title or claim thereof.

- 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 Grantor's, all unpaid insebtedness secured by this Trust Reed shall, notwitistanding 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 content.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or inherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or accurred by or on behalf of Trustee or Beneficiary for stormer's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, senographers' cherges, publication costs and exist (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policiers. Torrens certificates, and similar data and assurances with respect to title as Truste Beneficiary may deem to be reasonably necessary either to prosecute such sait or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereof at the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee changes are plaintiff, claimant or defendant, by reason of this Trust Deed of any indebtedness hereby secured; or (b) preparations for the commencement of any said for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.
- 8. The procesds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incidental to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Commert, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the most fourth, any overplus to Cannots, that here, legal representatives on assigns, as there rights may appear
- 9. Upon, or or any time effect the filing of a bill to foreclose this lived fives, the court in which ench bill in filed only application a receiver of each parameter. Such application to make sides before or after sele, without notice, without regard to the solvency or incohers) of frontier or the line of application for mich receiver and without regard to the their value of the parameter are to be received in the state of a sale active time where the same shall be then occupied as a fastive time of the parameter or the parameter of the parameter of the parameter of the same and profits of state or a sale and a factive time, above the fast active type period of redesignant, whether there he rectamples or took, a milk activity and all other parameters be rectampled on the same of sale parameters than the parameter of the fast active time, when the same period for the intervention of and its extra, would be entitled in collect and passes, colors and profits, and all other parameters which out, he persently or are main in any other time, the intervention, passes that it is part to the parameter of the parameter o
- 10. No action for the enforcement of the tien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 11. Trustee or Beneficiar, shill have the right to inspect the premiser at all reasonable times and access thereto shall be permitted for that purpose.
- 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 obligated by the terms hereof, or ce liable for any acts or omissions hereunder, except in case of gross negligence or inisconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.
- 13. Upon presentation of satisfactory sider ce 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 lists ""."
- 14. In case of the resignation, inability or refusal to act 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 Truste.
- 15. This Trust Deed and all provisions bereof, shall eat ind to and be binding upon Grantors and all persons claiming sinder or through Grantors, and the word "Grantors" when used herein shall include all persons and all persons liable for the payment of it 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.

| For value received, the undersigned, Deed and the obligation secured thereby to IN WITNESS WHEREOF, the under | the beneficiary inder the wi | seal this da | y of | | | | | |
|---|------------------------------|--|---|--|--|--|--|--|
| | | | Dealer | (SEAL) | | | | |
| | CONTON | TE SLELER SIGN H | Dealer | | | | | |
| ATTEST: | CORPORA | TE SEELER SIGN H | ere | | | | | |
| | | Ey | (Name and Title) | | | | | |
| | (Its Secretary) | | | ······································ | | | | |
| ACKNOWLEDGM | MENT BY INDIVIDU | JAL OR PARZNERS | HIP BENEFICIARY (SEL | LER) | | | | |
| STATE OF ILLINOIS. | l, | | | | | | | |
| { 5 | SS. a Notary Public to and | a Notary Public in and for and residing in said county, in the State aforesaid, DO HEREBY CERTIFY THAT | | | | | | |
| County of | | | | | | | | |
| | who n | ersonally known to me to be the | same person whose name | subscribed to the foregoing | | | | |
| | | | acknowledge a the | | | | | |
| | | | | | | | | |
| | GIVEN under my han | d and Notarial Scal this | day of | , A.D. 19 | | | | |
| | • | | | Notary Public | | | | |
| / | ACKNOWLEDGMEN | NT BY CORPORATION | ON (SELLER) | | | | | |
| | A Company | <u>,</u> * | | | | | | |
| STATE OF ILLINOIS. See A Set A Section 1999 | 1, | 7 | | SPECTY THAT | | | | |
| County of | SS. a Notary Public in and | a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CEPTLY THAT | | | | | | |
| | | | | | | | | |
| | | • | xecuted the foregoing Assignment as pres | | | | | |
| | · | | they signed and delivered the same as the in for the uses and purposes therein set f | | | | | |
| | | | day of | | | | | |
| | • | | | Notary Public | | | | |
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| <i>y</i> . | | | con necountre Maëv | Dilphocue | | | | |
| O D NAME | | | FOR RECORDERS INDÉX INSERT STREET ADDRESS | S OF ABOVE | | | | |
| | silve silve | | DESCRIBED PROPERTY H | EKE | | | | |
| Y STREET | | | | | | | | |
| ? E | | | | | | | | |
| R CITY | | | | | | | | |
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