

TRUST DEED

THE ABOVE SPACE FOR THE OTHERS OF THE DEED

40130  
4/15/94

THIS INSTRUMENT, made on December 12, 1993, between Francisco J. Hernandez and Maria E. Hernandez herein referred to as "Grantors", and Erwin A. Riebel of 1525 S. BRISTLEBERRY FERRYWAY, SUITE 700 DALLAS, TEXAS 75253 Illinois, herein referred to as "Trustee", witnesseth:

THAT WHEREAS the Grantors have promised to pay to FIRST Metropolitan Builders of America, Inc. herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described the sum of SIXTEEN THOUSAND NINE

HUNDRED FIVE DOLLARS AND SIXTY CENTS Dollars (\$ 16,905.60 ), 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 120 consecutive monthly installments: 119 at \$ 140.88 followed by 1 at \$ 140.88 followed by 1/10 at \$ 1/10 with the first installment beginning on 2/15/94 1994 and the remaining installments continuing on

the same day of each month hereafter until fully paid. All of said payments being made payable at 3600 Buckley Rd. Gary, IN 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 \$ 8,900.00. The Contract has a Last Payment Date of 4/15/94 1994

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

Lot 21 in Berwyn Manor, a subdivision of the South 1271.3 feet of the South East 1/4 of Section 19, Township 39 North Range 13, East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 2114 S. Ridge rd, Berwyn, Illinois 60402  
PIN#16-19-431-014-0000

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

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.

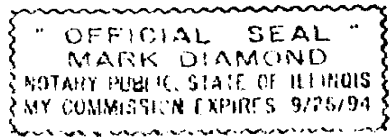
COVENANTS, CONDITIONS AND PROVISIONS

- 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 mechanics' 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 charge, 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 to 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 thereon 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 not be considered as a waiver of any rights 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.  
Francisco J. Hernandez (SEAL) Maria E. Hernandez (SEAL)  
Francisco J. Hernandez (SEAL) Maria E. Hernandez (SEAL)

STATE OF ILLINOIS, I, Mark Diamond  
County of Cook SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Francisco J. Hernandez and Maria E. Hernandez, husband & wife



who LED personally known to me to be the same person as whose name LED 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 15th day of April A.D. 1994.  
Mark Diamond Notary Public

This Instrument was prepared by Allan Fefferman 300 W. Ridge Rd., Gary, In 66408  
(Name) (Address)

2371

# UNOFFICIAL COPY

## COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN A TRUST DEED

1. The Trustee or Beneficiary hereby records making any person or persons with which relating to taxes or assessments, may be made and shall also file the same with 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 other claim thereon.

2. Crutices shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the expiration of the term hereof, Crutices shall pay all unpaid indebtedness secured by this Trust Deed to the Trustee or Beneficiary immediately in the event of default in making payment of any installment on the indebtedness which is due. In the event of default in the performance of any other agreement of the Crutices herein contained, or if immediately in all or part of the proceeds are sold or transferred by the Crutices without Beneficiary's prior written consent.

3. When the indebtedness hereon is sold or transferred by the Crutices to a third party, the Beneficiary or Trustee may file a notice of sale of the property secured by this Trust Deed. There shall be allowed and paid to the Beneficiary or Trustee a fee of \$100.00 for the preparation of the deed of sale and the recording of the same. The Beneficiary or Trustee shall be allowed and paid to the Beneficiary or Trustee a fee of \$100.00 for the preparation of the deed of sale and the recording of the same. The Beneficiary or Trustee shall be allowed and paid to the Beneficiary or Trustee a fee of \$100.00 for the preparation of the deed of sale and the recording of the same. The Beneficiary or Trustee shall be allowed and paid to the Beneficiary or Trustee a fee of \$100.00 for the preparation of the deed of sale and the recording of the same.

4. The proceeds of any sale hereon shall be distributed and applied in the following order of priority: (1) to pay the principal and interest on the indebtedness secured by this Trust Deed; (2) to pay the principal and interest on any other indebtedness secured by this Trust Deed; (3) to pay the principal and interest on any other indebtedness secured by this Trust Deed; (4) to pay the principal and interest on any other indebtedness secured by this Trust Deed.

5. Upon or at any time after the filing of a bill of sale for the Trust Deed, the Crutices shall have the right to apply to the Trustee or Beneficiary for a deed of sale of the property secured by this Trust Deed. The Crutices shall be allowed and paid to the Trustee or Beneficiary a fee of \$100.00 for the preparation of the deed of sale and the recording of the same. The Crutices shall be allowed and paid to the Trustee or Beneficiary a fee of \$100.00 for the preparation of the deed of sale and the recording of the same. The Crutices shall be allowed and paid to the Trustee or Beneficiary a fee of \$100.00 for the preparation of the deed of sale and the recording of the same.

6. Notwithstanding the assignment of the deed or any proceeds hereof shall be subject to any mortgage which would not be good and valid as to the parties thereto if any action is law upon the note hereby secured.

7. Trustee or Beneficiary shall have the right to enter the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee or Beneficiary shall be liable for any and all obligations hereon, except to the extent of the proceeds of any sale of the property secured by this Trust Deed, before exercising any power herein given.

9. Upon presentation of a valid bill of sale for the Trust Deed, the Crutices shall have the right to apply to the Trustee or Beneficiary for a deed of sale of the property secured by this Trust Deed. The Crutices shall be allowed and paid to the Trustee or Beneficiary a fee of \$100.00 for the preparation of the deed of sale and the recording of the same.

10. In case of the resignation, inability or death of Trustee, the Beneficiary shall have the authority to appoint a Successor Trustee. Any Successor Trustee hereafter shall have the same title, powers and authority as are herein given Trustee.

11. This Trust Deed and all provisions hereof shall be binding upon Crutices and all persons claiming an interest therein, and the said Crutices, when sold hereon 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 of this Trust Deed. The term Beneficiary as used herein shall include any successors or assigns of Beneficiary.

### ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, conveys over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to **DCRS Holding, Inc.**

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 10th day of January, 1994.

First Metropolitan Building of America, Inc.  
Declarant

### CORPORATE SELLER SIGN HERE

First Metropolitan Building of America, Inc.  
Allan J. Jellman, President and Donna M. Pearson, Secretary

ATTEST:  
Donna M. Pearson, Secretary

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

STATE OF ILLINOIS }  
County of Cook }  
I, Donna M. Pearson, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY THAT  
who Donna M. Pearson personally known to me and whose name Donna M. Pearson subscribed to the foregoing Assignment appeared before me this day in person and acknowledged that she signed and delivered the said Assignment as Secretary free and voluntary act and deed.  
GIVEN under my hand and Notarial Seal this 10th day of January, 1994.  
Notary Public

### ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS }  
County of Cook }  
I, Phillipa Ortiz, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY THAT  
Allan Jellman, President and Donna M. Pearson, Secretary, who Allan Jellman 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 10th day of January, 1994.  
Notary Public

AFTER RECORDING RETURN TO:  
PORTFOLIO ACCEPTANCE CORP  
8131 LBJ FRWY., SUITE 10  
DALLAS, TX 75251  
ATTN: PACKAGING DEPT.

FOR RECORDERS INDEX & BUSINESS  
INSURE STREETS & ALIENS ABOVE  
DESCRIBED PROPERTY OVER  
DEPT-011 RECORDING  
T#8888 TRAN 1407 04/14/94 BY 47 00  
#6546 # JB \*--74-334108  
COOK COUNTY RECORDER

DELIVERY INSTRUCTIONS

OR RECORDER'S OFFICE BOX NUMBER