

94334109

181018

UNOFFICIAL COPY

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED FROM PAGE 1 OF THE TRUST DEED

5. The Trustee or Beneficiary hereby warrants that the public records... 6. Grantors shall pay each term of indebtedness... 7. When the indebtedness hereby secured shall become due... 8. The proceeds of any foreclosure sale of the premises shall be distributed... 9. Upon or at any time after the filing of a bill to foreclose... 10. No action for the enforcement of the lien or of any provision hereof... 11. Trustee or Beneficiary shall have the right to inspect the premises... 12. Trustee has no duty to examine title... 13. Upon presentation of satisfactory evidence... 14. In case of the resignation, inability or death of 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...

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 DCRS Holdings

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 10th day of January, 1994. First Metropolitan Builders of America, Inc. (REALTOR) Dealer

ATTEST: Donna M. Pearson, Secretary (Signature) Allan Felferman, President (Signature)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS. I, Felipa Ortiz, 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 the said Assignment as free and voluntary act GIVEN under my hand and Notarial Seal this 10th day of January, A.D. 1994. Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, Indiana. I, Felipa Ortiz, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Allan Felferman, President and Donna M. Pearson, Secretary who are 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, A.D. 1994. Felipa Ortiz, Notary Public Commission expires: 11-16-97 Felipa Ortiz, Lake County

DELIVERY

NAME STREET CITY

AFTER RECORDING RETURN TO: PORTFOLIO ACCEPTANCE CORP 8131 LBJ FRWY., SUITE 222 DALLAS, TX 75251 ATTN: PACKAGING DEPT

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 3114 S. Ridgeland Berwyn, IL 60412 PIAL# 16-14-431-042

OR RECORDER'S OFFICE BOX NUMBER

23 11

UNOFFICIAL COPY

TRUST DEED

THE ABOVE IS NOT TO BE RECORDED UNTIL THE

THIS INDENTURE, made _____ 19____, between _____ herein referred to as "Grantors", and _____ of _____ Illinois, herein referred to as "Trustee", witnesseth THAT, WHEREAS the Grantors have promised to pay to _____ herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of _____ Dollars \$_____ 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 _____ consecutive monthly installments _____ at \$_____ followed by _____ at \$_____ followed by _____ at \$_____ with the first installment beginning on _____ 19____ and the remaining installments continuing on the same day of each month hereafter until fully paid. All of said payments being made payable at _____ 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 \$_____ The Contract has a Last Payment Date of _____ 19____

NOW, THEREFORE, the Grantors do 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 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 _____ COUNTY OF _____ AND STATE OF ILLINOIS, to wit

DEPT-01 RECORDING 423 80
T408888 TRIM 1408 04-14-94 09 47 00
#6942 # 0135 # -94 -334109
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 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 axes 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 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 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 at least 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 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 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 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) _____(SEAL)
_____(SEAL) _____(SEAL)

STATE OF ILLINOIS,)
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 Instrument, appeared before me this day in person and acknowledged that _____ signed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this _____ day of _____ A. D. 19____

Notary Public

This instrument was prepared by _____

(Name) _____ (Address)

DEPT-01 RECORDING 30 02
T408888 TRIM 1408 04-14-94 09 51 00
#6942 # 0135 # -94 -334109
COOK COUNTY RECORDER