

UNOFFICIAL COPY

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TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

V144450
6876544

THIS INSTRUMENT, made 1/10, 1994, between Richard Arvissor and Patricia Arvissor herein referred to as "Grantors", and Dennis A. Riehl herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Sibus Arvissor herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of one hundred eighty three dollars and ninety four cents

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 84 consecutive monthly installments: 83 at \$ 123.61, followed by 1 at \$ 123.61, followed by n/a at \$ n/a, with the first installment beginning on 4/15, 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 5425 Arthur Ave Arlington Heights IL 60005 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 \$ 6500.00. The Contract has a Last Payment Date of 3/17/00.

NOW, THEREFORE, the Grantors do hereby promise 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 this 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 North COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 140 IN ARTHUR DUNAS MAPLE AVENUE Addition, Being a subdivision of the Northeast 1/4 of section 24, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 23-24-211-003

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 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

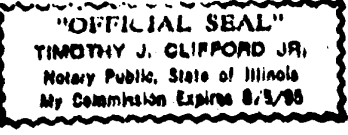
- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims of lien not expressly 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) comply within a reasonable time any building or building code or at any time in process of enactment 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 Grantors 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 company of money sufficient either to pay the cost of repairing or replacing the same or to pay in full the indebtedness 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 record and mortgage clauses 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 heretofore 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 release from any tax sale or foreclosure affecting said premises or extend any tax or promise or settle any lien or other prior lien or title or claim thereof, or release from any tax sale or foreclosure affecting said premises or extend 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 stated percentage rate stated in the Contract this Trust Deed serves. Insurance of Trustee or Beneficiary shall not be construed 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) 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 Grantor(s) this day and year first above written.

Richard Arvissor (SEAL) _____ (SEAL)
Patricia Arvissor (SEAL) _____ (SEAL)

STATE OF ILLINOIS, County of COOK, I, Timothy J. Clifford Jr. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT who is personally known to me to be the same person as 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 free and voluntary act, full and lawful and without duress, fraud, or coercion.



GIVEN under my hand and Notarial Seal this 10th day of January, 1994.
Notary Public
This instrument was prepared by Kimberly A. Wolfe 5425 Arthur Ave Arlington Heights IL 60005 (Name) (Address)

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COVENANTS, CONDITIONS AND PROVISIONS CONTAINED IN THIS TRUST DEED:

- 1 The Trustee or Beneficiary hereby agreed to...
2 The Trustee or Beneficiary shall pay each item of indebtedness...
3 When the indebtedness hereby secured shall become due...
4 The proceeds of any foreclosure sale of the premises...
5 Upon, or at any time after the filing of a bill to foreclose...
6 No action for the enforcement of the lien...
7 Trustee or Beneficiary shall have the right to inspect...
8 Trustee has no duty to examine...
9 Upon presentation of satisfactory evidence...
10 In case of the resignation, inability or refusal...
11 This Trust Deed and all provisions hereof...

ASSIGNMENT

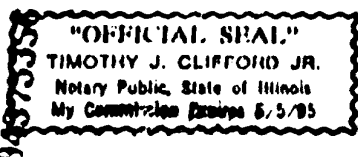
For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to PCKS Holding Co. Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 7th day of March 1994.
PIN# 23-241-211-003 Cross Replacement Warden, Inc. (SEAL)
CORPORATE SELLER SIGN HERE

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)
STATE OF ILLINOIS,
County of Cook
I, 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 he signed and delivered the said Assignment as free and voluntary act and deed, and that he is the owner of the premises described in the said Assignment as
GIVEN under my hand and Notarial Seal this 7th day of March 1994
Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS,
County of Cook
I, 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, and that they are duly qualified officers of said corporation.
GIVEN under my hand and Notarial Seal this 7th day of March 1994
Notary Public



DELIVERY
NAME
STREET
CITY
INSTRUCTIONS

AFTER RECORDING RETURN TO:
PORTFOLIO ACCEPTANCE CORP
8131 LB FRWY, SUITE 725
DALLAS, TX 75241
ATTN: PACKAGING DEPT.

FOR RECORDER INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
7247 W. 113th St
Worth, IL 60482

DEPT-01 RECORDING \$23.50
T#8808 TRAN 2082 04/26/94 11:01:00
#0297 # JB # 94-375356
COOK COUNTY RECORDER

OR
RECORDER'S OFFICE BOX NUMBER