

UNOFFICIAL COPY

9-2675356

TRUST DEED

THIS INDENTURE, made 1/10, 1994, between Richard Acciari and wife LuciaDeacon, a/k/a DeaconDeacon A. Peckof 2116 LBJ Suite 700 Dallas, TX Illinois, herein referred to as "Grantor", andTHAT, WHEREAS the Grantors have promised to pay to Sigus S. Peck hereinafter mentioned, 1/10, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of \$11,100.00, one thousand one hundred eighty three dollars and forty four cents 100 Dollars (\$11,100.00) 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 promiseto pay the said sum in 84 consecutive monthly installments: 83 at \$ 123.61, followed by 1 at \$ 123.61, followed by 1/2 at \$ n/a, with the first installment beginning on 4/1/94 (Month & Day) and the remaining installments continuing onthe same day of each month thereafter until fully paid. All of said payments being made payable at 312-2 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 3/12/00.NOW, THEREFORE, the Grantor warrants 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 Grantor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, doth hereby presents CONVEY AND WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, rights, title and interest therein, situate, lying and being in the City of North COOK AND STATE OF ILLINOIS, to wit:

Lot 140 IN ARTHUR DUNAS HARLEM 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 Indiv. Number: 73-24-211-043

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

TOGETHER with improvements and fixtures now attached together with said house, 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 Taxemption Laws of the State of Illinois, which said rights and benefits the Grantor do hereby expressly release and waive.

Covenants, Conditions and Provisions

1. Grantor shall (1) promptly repair, reduce or rebuild any buildings or improvements here or thereon 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 the lessor not expressly subordinated to the lessor hereof, (3) pay when due any indebtedness which may be incurred by a tax or charge on the premises superior to the lessor hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lessor 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. Grantor 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 doubt hereon, Grantor shall pay in full under present, to the trustee provided by statute, any tax or assessment which Grantor may desire to contest.

3. Grantor shall keep all buildings and improvements here or thereon insured on said premises 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 repairing the same or to pay in full the indebtedness, if any, hereof, all in compliance herewith 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 to Trustee, including additional and renewal policies, to Beneficiary, in case of insurance claims to expire, shall deliver renewed policies no later than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter required of Grantor, in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other prior lessor or title or claim thereto, or reduce from any tax rate or forfeiture affecting said premises or cancel any tax or promise to settle any tax or claim thereto, or reduce from any tax rate or title or claim thereto, or release from any tax rate or forfeiture affecting said premises or cancel any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other amounts advanced by Trustee or Beneficiary to protect the mortgaged premises and the lessor hereof, shall be so much additional indebtedness secured hereby, and a set-off hereon immediately, due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed serves. Notice of Trustee or Beneficiary shall not be construed as a waiver of any right accruing to them on account of any default hereon on the part of Grantor.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust affidavit 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 this day and year first above written.

X - Richard A. Peck (SEAL)

X - Lucia Acciari (SEAL)

STATE OF ILLINOIS,

County of Cook1. Notary Public

a Notary Public is and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

1-10-1994 10:00 AM

who Richard A. Peck personally known to me to be the same person as Richard A. Peck whose name is Richard A. Peck subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Richard A. Peck signed and delivered the said instrument on 1-10-1994 free and voluntarily and without any undue influence thereon.

GIVEN under my hand and Notarial Seal this 10 day of January in the year 1994.

This instrument was prepared by

Timothy J. Clifford, SA2-5 Arthur Ave Arlington Heights IL 60005

(Name)

"OFFICIAL SEAL"
TIMOTHY J. CLIFFORD JR.
Notary Public, State of Illinois
My Commission Expires 8/3/98

13-802-72

V1444150

6876544

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Covenants, Conditions and Provisions contained in the Trust Deed of this Trust Deed.

9. The Trustee or Beneficiary hereby agrees, notwithstanding anything to the contrary in the Contract or in this Trust Deed, to cause to be filed, recorded or otherwise presented from the appropriate public office evidence showing the accuracy of such bill, statement or return of any bill, statement or return of the validity of any bill, statement or return of the title to the premises or the ownership of any part thereof, whether or not the same has been recorded or filed in the office of the recorder of deeds or in the office of the clerk of court or town thereof.

10. Creditors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiaries, and without notice to Creditors, 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 as immediately in the case of default in making payment of any installment in the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Creditors herein contained, or (c) simultaneously if all or part of the premises are sold or transferred by the Creditors without Beneficiary's prior written consent.

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the term hereof, to sell out or trustee the term hereof; there shall be allowed and included as additional indebtedness on the account for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, costs, attorney for documentary and expert evidence, messenger charges, publication costs and costs (which may be estimated as to costs to be expended after entry of the decree) of procuring all such abstracts of title, title search fees and examinations, insurance policies, Trustee certificates, and similar dues and assessments with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence of any sale which may be had pursuant to such decree for the true condition of the title in the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become an much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secure, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including purchase and bankruptcy proceedings, in which either of them shall be a party, action or plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby accrued, or (b) preparations for the conveyance or transfer of any part for the sum hereof debited after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

12. The proceeds 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 proceedings, 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 the indebtedness by the Contract, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any amounts to Creditors, their heirs, legal representatives or assigns, as their rights may appear.

13. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to theolvency or insolvency of Creditors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the presidency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Creditors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other persons which may be necessary or are usual in such cases for the protection, preservation, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income so held in his hands in payment of whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed; (2) any tax, special assessment or other fine which may be or become due upon the term hereof or of such decree, provided such application is made prior to foreclosure sale; (3) the deficiency in case of a sale and deficiency.

14. No action for the enforcement of the law 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 or law upon the note hereby secured.

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

16. 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 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.

17. Upon presentation of satisfactory evidence 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 term thereof, by proper instrument.

18. In case of the resignation, inability or refusal in case 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 Trustee.

19. This Trust Deed and all provisions herein, shall extend to and be binding upon Creditors and all persons claiming under or through Creditors and the word "Creditors" when used herein 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 or 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, sets over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to PERC Holdings Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 1st day of March 1994.

PIN# 23-341-211-003 Cross Replacement Windshield Inc. (SEAL)

CORPORATE SELLER SIGN HERE

ATTEND: George L. Clifford Jr. George L. Clifford Jr.
Its Secretary (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,

County of Cook

1. 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 to be the same person, as above named, 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.

GIVEN under my hand and Notarial seal this 2nd day of April 1994.

Notary Public

ACKNOWLEDGMNT BY CORPORATION (SELLER)

STATE OF ILLINOIS,

County of Cook

1. 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 to be the same person, as above named, subscribed to 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 2nd day of April 1994.

Notary Public

DELIVERY

NAME

STREET

CITY

AFTER RECORDING RETURN TO:
PORTFOLIO ACCEPTANCE CORP
8191 LB Pkwy, SUITE 225
DALLAS, TX 75241
ATTN: PACKAGING DEPT.

INSTRUCTIONS

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

72417 W. 113th St
Worth 1660482

DEPT-01 RECORDING \$23.50
T#88888 TRAN 2082 04/26/94 11:01:00
W0297 # J3 # -94-375356
COOK COUNTY RECORDER

RECORDER'S OFFICE BOX NUMBER _____

OR