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TRUST DEED

THIS INSTRUMENT, made 12 12 1994, between ELIAS & ALBATHA SMITH herein referred to as "Grantors", and T.R. SLEWICKSKI of CHICAGO Illinois, herein referred to as "Trustee", witnesseth THAT, WHEREAS the Grantors have promised to pay to ALARD HOME IMP CORP herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of SEVEN THOUSAND FOUR HUNDRED FORTY FOUR AND NO/100 Dollars (\$ 7,440.00), 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 promise to pay the said sum in 60 consecutive monthly installments 60 at \$ 180.85, followed by _____ at \$ N/A, followed by _____ at \$ N/A with the first installment beginning on 6-16 1995 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 118 N UNION CHICAGO 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 \$ 7,440.00 The Contract has a Last Payment Date of 5-16-95

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 see 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 CHICAGO COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 95 and the west 1/2 of Lot 94 in Block 3 in Chicago Title & Trust Co's Addition to Fullman, in the NE 1/4 of Sec 15, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County Illinois

DEPT-01 RECORDING \$23.50
 100003 TRAN 8809 06/21/95 12125100
 48650 : 31 M-95-400782
 COOK COUNTY RECORDER
 DEPT-30 PENALTY \$20.00

PIN: 25-15-222-019 which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with improvements and fixtures now attached together with all 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 incumbrances or other liens or claims for lien and expressly subordinate 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 building 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. In event of 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 companies of money sufficient either to pay the cost of replacing or repairing the same or to pay to full the insurable interest, as would hereby, all in consequence satisfaction 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 loss or damage, shall deliver original policies to Beneficiary within ten days prior to the respective dates of expiration
- In case of default thereon, Trustee or Beneficiary may, but need not, make any payment 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 receive from any tax sale or foreclosure 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 mortgage hereon 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) fraction of Trustee or Beneficiary shall there be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors

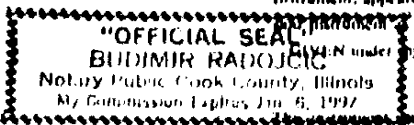
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

(SEAL) Elias & Albatha Smith (SEAL)
 (SEAL) Budimir Radojcic (SEAL)

STATE OF ILLINOIS, Budimir Radojcic 95400782
 County of Cook Notary Public in and for, and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Elias & Albatha Smith

who ARE personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and as acknowledged that They signed and delivered the



their (free and voluntary act, for the uses and purposes therein set forth, on this 12th day of December, A D 19 94

Budimir Radojcic

Thomas Brophy 5366 N. Elston Chicago, IL
 (Name) (Address)

2350
 + 20
 4350

