

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made June 29, 19 95, between Juan Olvera
herein referred to as "Grantors", and T. R. Sledzinski
of Chicago Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to 1st Community Builders, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of THREE THOUSAND SEVEN HUNDRED AND 00/100 Dollars (\$ 3700.00), 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 at \$ 93.92, followed by N/A at \$ N/A, followed by _____ at \$ _____, with the first installment beginning on 8-8, 19 95 and the remaining installments continuing on the same day of each month here after until fully paid. All of said payments being made payable at 117 N. Jefferson Chicago, Il., 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 \$ 3700.00 The Contract has a Last Payment Date of 8-8 2000

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 by these 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 1 in the Resubdivision of lots 1, 2 3 and 4 in Block 16 in the Resubdivision of Block 9 to 16 inclusive (except the East 141 feet of Blocks 9 and 16 in the First Addition to West Pullman, being a Subdivision of the Northeast 1/8 Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #25-29-218-004

which, with the property hereinafter described, is referred to herein as the "premises" 815 W. 122nd St. Chicago, Il. 60643

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 or trust 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 the Beneficiary, such rights to be evidenced by the stated mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to Beneficiary, and cause insurance agent to expire, shall deliver renewal policies, loss or fire days prior to the respective dates of expiration.
- In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereunder required of Grantors in the form and manner described 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 claim prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or promise or settle any tax lien or other prior lien or title or claim thereof, or pay 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 secured by 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 or claim 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.

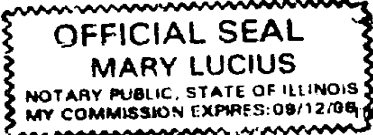
WITNESS the hand(s) and seal(s) of Grantors the day and year first above written

DEPT-01 RECORDING \$23.50
T#0001 TRAN 9191 08/08/95 14:29:00
3160 # CIG *--95-520581
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

(SEAL) Juan Olvera (SEAL)
Juan Olvera (SEAL)

STATE OF ILLINOIS, I, Mary Lucius
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
County of Cook Juan Olvera

who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed and delivered the



Instrument as a free and voluntary act, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal this 29 day of June, A.D. 19 95
Notary Public

Instrument was prepared by 1st Community Builders 5097 N. Elston Ave. (Address)

Handwritten notes: 23.50, 20.00

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

- 5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or other lien thereon.
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the price of Beneficiary, and without notice to Grantors, 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 immediately in the case of default in making payment of any installment on the Contract, or the when default shall occur and continue for three days, in the performance of any other agreement of the Grantors herein contained, or of any instrument in which all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any foreclosure hereunder, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraiser's fees, surveyor's fees, documentary and expert witness, stenographer, charges, publication costs and costs which may be estimated as to terms to be expended, the costs of the decedent and procuring of such abstracts of title, title searches and examinations, guarantee policies, fire and theft certificates and annual data and statements with respect to the Trustee or Beneficiary may deem it to be reasonably necessary either in preparation for such sale or in evidence to creditors at any time which may be had pursuant to such decree, in the condition of the title, in the value of the premises, and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and amount due, due and payable with notice of foreclosure of the actual percentage rate stated in the Contract, this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with all any proceeding including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, in the preparation for the conveyance of any sum for the benefit hereof, whether or not actually commenced, or for preparations for the defense of a threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 8. 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 that evidenced by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.
- 9. 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 the solvency or insolvency of Grantors 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 homestead 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 pendency 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 times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are used in such cases for the protection, possession, 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 in his hands in payments in whole or in part of (1) the indebtedness secured hereby or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien 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 at law upon the note hereby secured.
- 11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. Trustee has no duty to examine the title, location, existence or condition of the premises hereon, nor shall Trustee be obligated to record this Trust Deed, or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnity satisfactory to Trustee before exercising any power herein given.
- 13. 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 lien thereon, by proper instrument.
- 14. In case of the resignation, inability or refusal 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.
- 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Grantors and all persons claiming under them, their heirs, assigns and successors, and all persons who shall acquire title to such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the instrument of 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 Associates Finance, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 26 TH day of JULY 19 95
1st Community Builders (SEAL)
 Trustee

CORPORATE SELLER SIGN HERE

WITNESSE: Beyna Miller (Secretary) Bess Endelman (President)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS
 County of COOK
 I, MARY LUCIUS
 do hereby certify that BESS ENDELMAN
 is personally known to me and has executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that the same is a true and correct copy of 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 26 day of JULY AD 19 95
 Notary Public



ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS
 County of Cook
 I, Mary Lucius
 do hereby certify that Bess Endelman
 is personally known to me and has executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that the same is a true and correct copy of 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 26 day of JULY AD 19 95
 Notary Public



95520881

NAME ED Francisco, Inc
 STREET 117 N. Jefferson St
 CITY Chicago, IL 60601

FOR RECORDERS USE ONLY - PROPOSED
 INSERT SERIAL ADDRESS OF ABOVE
 DESCRIBED PROPERTY HERE
815 W 102nd St
Chicago, IL 60643

INSTRUCTIONS
 OR
 RECORDERS OFFICE BOX NUMBER