

UNOFFICIAL COPY

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 14 1995, between Patricia Ann Hillman 2/3 interest and James Hillman Sr. 1/3 interest herein referred to as "Grantors", and T. R. SIKORSKI of Chicago Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to LORRAINE DAVIS [REDACTED] herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of THREE THOUSAND FIVE HUNDRED AND SIXTY FIVE DOLLARS AND NO CENTS - Dollars (\$ 3565.00), 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 - 1 at \$ 80.65, followed by 1 at \$ 80.65, followed by N/A at \$ N/A with the first installment beginning on 7-05 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 117 NORTH JEFFERSON ST. 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 3565.00 The Contract has a Last Payment Date of 6-05 2007

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 hereby 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 (14) (approx. 100' x 100') and the NORTH 1/2 part of 104' x 104' in Block 5 in S.E. GROSS COLUMBIA HEIGHTS ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, Range 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

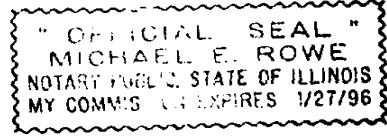
- 1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly 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 local 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. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water, sewer, garbage, 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.
3. 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 companies 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.
4. In case of default hereof, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantor 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 redeem from any tax sale or forfeiture affecting said premises all or any part of any tax or assessment, or settle any tax lien or other prior lien or title or claim thereof, 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 herewith, 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 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) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hands and seals of Grantors the day and year first above written. James Hillman Sr. (SEAL) Patricia Ann Hillman (SEAL)

DEPT-01 RECORDING \$23.50
T#0001 TRAN 9191 08/08/95 14:29:00
43164 CG *95-520583 (SEAL)
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

STATE OF ILLINOIS, County of COOK, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICIA ANN HILLMAN 2/3 INTEREST AND JAMES HILLMAN SR. 1/3 INTEREST who ARE personally known to me to be the same persons, whose name ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 14th day of March A.D. 1995. Notary Public.

This instrument was prepared by MARIA LOURDES 4767 W. Touhy AVE (Name) (Address) Chicago, IL

23.50 20-09

The Trustee or Beneficiary hereby secured... public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or other lien hereon.

Grantors shall pay each year... When the mortgage hereby secured shall become due... If the value of the land... shall be less than the amount of the debt... the Trust Deed shall notwithstanding anything in the terms hereof...

When the mortgage hereby secured shall become due... If the value of the land... shall be less than the amount of the debt... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

The proceeds of any sale... shall be distributed as follows... If the value of the land... shall be less than the amount of the debt... the Trust Deed shall notwithstanding anything in the terms hereof...

The Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows... If the value of the land... shall be less than the amount of the debt...

No action for the enforcement of the terms of any provision hereof shall be... the Trust Deed shall notwithstanding anything in the terms hereof...

Trustee or Beneficiary... the right to inspect the premises at a reasonable time... the Trust Deed shall notwithstanding anything in the terms hereof...

Trustee has the duty to execute... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

Upon presentation of a check... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

In case of the resignation... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

This Trust Deed and all provisions hereof... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

ASSIGNMENT

For value received... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

IN WITNESS WHEREOF... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

CORPORATE SELLER SIGN HERE... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS... the Trust Deed shall notwithstanding anything in the terms hereof... the proceeds of any sale... shall be distributed as follows...



DELIVERY... FOR RECORDERS INDV. PURPOSES... INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE... 9124 S. Paxton Chicago, IL 60617

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER