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## TRUST DEED

THIS INDENTURE, made 11-10-94 between Ronald J Hayes herein referred to as "Grantors", and Associated Financial Services Co Inc herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Four Thousand Five Hundred Ninety One Dollars and 80/100 Dollars (\$ 4591.80), 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 36 consecutive monthly installments of \$ 127.55 at January 28 followed by N/A at \$ N/A followed by N/A at \$ N/A with the first installment beginning on January 28 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 2008 E 159TH ST Chicago City, 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 \$ 36.80<sup>00</sup> The Contract has a Last Payment Date of December 28 93

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 Beneficiary, 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

COUNTY OF COOK AND STATE OF ILLINOIS, to wit LOT 515 IN EIGHT AND 1100 TO CLEARING GRADERS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 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 to the premises 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 mechanic's or other liens or claims for lien or claims for lien hereon; (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 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 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 not less than 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 hereunder 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, complete or settle any tax lien or other prior lien 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 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 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 accruing to them on account of any default hereunder on the part of Grantors.

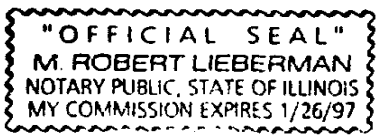
This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

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

X Ronald J Hayes (SEAL) 95004801 (SEAL)

STATE OF ILLINOIS, I, M. Robert Lieberman a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of Cook who 13 personally known to me to be the same person whose name 13 subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 16th day of November A D 1994



This instrument was prepared by Dennis W. Hill (Name) 1902 N CRAWFORD, CHICAGO, ILL. 60614 (Address)

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## COVENANTS, CONDITIONS AND PROVISIONS GOVERNING EXECUTION OF THIS TRUST DEED

1. The Trustee hereunder is to hold and to convey the premises hereinafter described to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

2. The purchase price of the premises hereinafter mentioned shall be paid by the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

3. When the purchase price of the premises hereinafter mentioned shall be paid by the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned, the Trustee hereunder shall execute and deliver to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned, a deed of conveyance of the premises hereinafter mentioned to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to the payment of the purchase price of such premises, including all such taxes as are mentioned in the preceding paragraph to be so paid; second, to all other debts which under the terms hereof are payable by the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned; and third, to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

5. 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 to take possession of the premises hereinafter mentioned, and the Trustee hereunder shall execute and deliver to the court in which such bill is filed a deed of conveyance of the premises hereinafter mentioned to the receiver so appointed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

6. No action for the enforcement of the terms of any provision hereof shall be subject to any defense which would not be available to the party performing the obligation hereunder.

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

8. Trustee has no duty or obligation to ascertain or to certify to the condition of the premises, nor shall Trustee be obligated to execute the Trust Deed hereunder, nor shall Trustee be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct, and Trustee shall not be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct, and Trustee shall not be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct.

9. Upon presentation of satisfactory evidence that all indebtedness secured by the Trust Deed has been fully paid, either before or after maturity, the Trustee hereunder shall execute and deliver to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned, a deed of conveyance of the premises hereinafter mentioned to the Beneficiary named in the Trust Deed, subject to the payment of the purchase price of such premises and the payment of such full and complete satisfaction of all obligations secured by mortgages, liens, claims, and other encumbrances as are hereinafter mentioned.

10. In case of the resignation, inability or refusal of any Trustee, the Beneficiary shall have the authority to appoint a Successor Trustee. Any Successor Trustee hereunder shall have the identical powers and authority as are herein given Trustee.

11. This Trust Deed and all provisions hereof shall extend and be binding upon Grantor and all persons claiming under or through Grantor, and all persons claiming under or through Beneficiary, including all 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 Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any Successors or assigns of the 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 Financial Services Company, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this

27th day of December 1994  
Melvin Const. Co. Inc. (SEAL)  
President

### CORPORATE SELLER SIGN HERE

ATTEST:

Roberta Lieberman

(My Secretary)

Melvin Const. Co. Inc. President

### ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS

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

County of

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 to me the said Assignment as free and voluntary, and

GIVEN under my hand and Notarial Seal this day of A.D. 19

Notary Public

### ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS

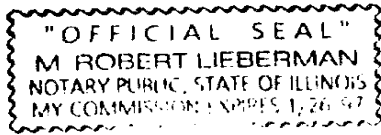
SS: I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

County of

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.

GIVEN under my hand and Notarial Seal this day of A.D. 1994

Notary Public



DELIVERY

NAME Associates Financial Services  
STREET 2020 E 159th ST  
CITY Calumet City, IL 60409

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

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER