

7806568
TRUST DEED

UNOFFICIAL COPY

95009129

FOR ALL RECORDS RECORDERS USE ONLY

95009129

THIS INDENTURE made July 29, 1994, between Roger L. Belt and Louise Belt, wife herein referred to as "Grantors"; and HomeMakers Remodeling Inc., of 3943 W. Oakton-Skokie Illinois, herein referred to as "Trustee", witnesses

THAT, WHEREAS the Grantors have promised to pay to Associates Finance, Inc., herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Ten Thousand Three Hundred Twenty Five Dollars and forty cents Dollars (\$ 10325.40), 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 of \$ 172.09, with the first installment beginning on August 29, 1994 and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 2020 E. 159th St. Calumet 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 \$ 7,600.00. The Contract has a Last Payment Date of July 29, 1999.

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
PIN# 25-29-314-012

LEGAL DESCRIPTION:
Lot 12 in Block 3 in National Realty Association's Calumet Highlands, a subdivision of the West 1/2 of the South 1/2 of the Southwest 1/4 of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
COMMONLY KNOWN AS: 12527 S. Basine Chicago, 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

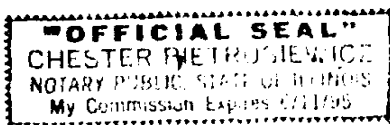
- Grantors shall promptly repair, restore or rebuild any buildings or improvements, now or hereafter on the premises, which may become damaged or be destroyed. (2) Keep said premises in good condition and repair, without securing therefrom from mechanics or other liens or claims for labor or materials, and subordinate to the lien hereof, all liens, claims and indebtedness which may be secured by a lien or charge on the premises, except to the lien hereof, and upon request of said Beneficiary, shall deliver, renew, pay and less than 30 days prior to the respective due date, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance shall not to expire. (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof. (4) make no material alterations in said premises except as required by law or municipal ordinance.
- Grantors shall pay, before the respective due dates, 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. If payment is not made, then 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 attached on said premises, insured against fire, lightning or wind storm under policies providing for payment by the insurance companies of amounts sufficient to pay the cost of replacing or repairing the same, or to pay in full the actual benefits secured hereby. All insurance satisfactory to the Beneficiary under insurance policies payable in case of loss or damage to the premises for the benefit of the Beneficiary, shall be held in escrow until the stated mortgage charge is fully paid, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and not less than 30 days prior to the respective due date 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 number thereof, and may, but need not, make full or partial payments of principal or interest or principal and interest, or any and part hereof, or discharge, compromise or settle any tax lien or other prior lien or claim thereon, 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, in a proper attorney's fees, and all 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. Fraction 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

Roger L. Belt (SEAL) Louise Belt (SEAL)
95009129 (SEAL)

STATE OF ILLINOIS, I, the undersigned, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Roger L. Belt and Louise Belt



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 they signed and delivered the said Instrument as a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notary Seal this 25th day of July, 1994. Notary Public

This instrument was prepared by Associates Financial Services 2020 E 159th ST Calumet City, IL, 60409 (Address)

DEPT-01 RECORDING \$23.50
T#0008 TRAN 3952 6/17/95 14:09:00
#1513 # *95-009129
COOK COUNTY RECORDER

Handwritten initials and date: 3/3/95

UNOFFICIAL COPY

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED HEREIN SHALL BE FULLY ENFORCED:

5. The Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may also according to any bill, statement or estimate procured 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, forfeiture, tax lien or title or claim thereof.

6. Grantors shall pay a lien of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option 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 if when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or if any 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 suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree 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, appraisers' fees, outlay for disbursements and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to amount to be repaid) after entry of the decree for sale, all such abstract of title, title searches and examinations, guarantee policies, Trustee's certificates and similar data and assignments with respect thereto as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to defend the same, which may be had pursuant to such decree, the true condition of the bill or the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so 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 secured, when paid or incurred by Trustee or Beneficiary in connection with tax and proceedings, including probate and beneficiary proceedings, in which either of them shall be a party, either as plaintiff or defendant, by reason of this Trust Deed or any indebtedness hereby secured, at the option of the trustee or beneficiary, for the convenience of any suit for the foreclosure hereof, whether or not actually commenced, or to preparations for the defense of any threatened suit or proceeding which might affect the premises of 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 proceeding, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness, and third, to that extent by the Contract, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, any surplus 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 here by 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 reasonable 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 full to the payments in whole or in part of (1) the indebtedness secured hereby, or (2) any other debt secured by other lien which may be or become superior to the lien hereof, or of such debt, provided such application is made prior to foreclosure sale, (3) the deficiency in case of a sale, and (4) interest.

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 proposing 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, 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 indemnities 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 thereof, 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 or through Grantors, and the world. Grantors, 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 Associates Finance, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 25 day of July, 1994
Homenakers Rem. Inc. (SEAL)
Dealer

CORPORATE SELLER SIGN HERE

ATTEST:

[Signature]
(His Secretary)

[Signature]
(Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, _____

SS _____ 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 _____ signed and delivered the said Assignment as _____ free and voluntary act _____ GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, _____

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

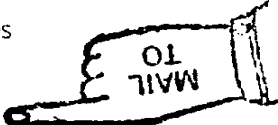
County of Cook

who I 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 25 day of July, A.D. 1994

Notary Public

95009129



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

DELIVERY

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

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____