

UNOFFICIAL COPY

14000044

TRUST DEED

95068750

THE ABOVE IS NOT FOR RECORDING PURPOSES

THIS INSTRUMENT, made 8/08 1994, between Diana L. Provo-James, Alonzo M. Strickland, Karen Strickland, Jerry Provo herein referred to as "Grantors"; and

Illinois herein referred to as "Trustee"; witnesseth

THAT, WHEREAS the Grantors have procured to pay to Creative Improvements, F.N.C. herein referred to as "Beneficiary"; the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Twenty Eight thousand Six hundred and Forty five and 92/100 Dollars (\$ 28,645.92), 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 108 consecutive monthly installments: 107 at \$ 265.24 followed by 1 at \$ 265.24, followed by N/A at \$ N/A with the first installment beginning on FEB. 10 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 601 N. Martin Gale Rd. Schaumburg, 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 \$ 15,400.00. The Contract has a Last Payment Date of JAN. 10, 2004

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 conditions 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 present COPY 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 13 in Block 5 in Weddell and Cox' subdivision of the W 1/2 of the NE 1/4 of Section 20, Township 38 North, Range 14, East of the third Principal Meridian, in Cook County, Illinois;
6431 S. Racine Avenue Chicago, Ill.
PP# 20-20-208-013

DEPT-01 RECORDING 827 50
1100018 TRAN 5844 01/30/95 11:54:04
117437 # JB * -95 -068750
COOK COUNTY RECORDER

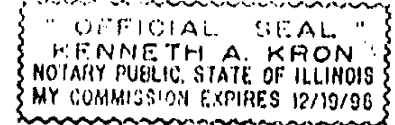
which, with the property hereinafter described, is referred to herein as the "premises".
TOGETHER with improvements and fixtures now attached together with easements, rights, privileges, interests, rents and profits 95068750
TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, 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 acknowledged to the 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 windstorms 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 Trustee for the benefit of the Beneficiary, such rights to be evidenced by a suitable 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 receipts therefor 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 hereinafter required of Grantors in any form and manner required, 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 tax lien or other prior lien or claim thereon or redemption 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 in respect to mortgage 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 recites. Inaction of Trustee or Beneficiary shall not 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:
Diana L. Provo-James (SEAL) Karen Strickland (SEAL)
Alonzo M. Strickland (SEAL) Jerry Provo (SEAL)

STATE OF ILLINOIS, ss. Kenneth A. Kron
County of Cook a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Diana L. Provo-James, Alonzo M. Strickland, Karen Strickland, Jerry Provo 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 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 8th day of August A.D. 1994
Kenneth A. Kron Notary Public
This instrument was prepared by Kenneth A. Kron

13-802 LL KENNETH A. KRON (Name) 601 N. MARTIN GALE RD., #128 (Address) SCHAUMBURG, ILL. 60173

This Document is inclusive with other Trust Deed being filed with other three owners.

23 50
88

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED HEREIN ARE PART OF THIS TRUST DEED

5. The Trustee or Beneficiary hereby recites that the grantor herein is fully aware of the nature and consequences of the assignment... 6. Grantor shall pay each item of indebtedness hereinafter mentioned... 7. When the indebtedness hereby secured shall become due... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed... 10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense... 11. Trustee or Beneficiary shall have the right to inspect the premises... 12. Trustee has no duty to examine the title... 13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid... 14. In case of the resignation, inability or failure of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Grantors and all persons claiming under or through Grantors...

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 PACE SOLID ASSURANCE CORP. IN WITNESS WHEREOF, the undersigned has set its hand and seal this 30 day of December, 1994. CREATIVE IMPROVEMENTS, INC. (SEAL) Dealer

CORPORATE SELLER SIGN HERE

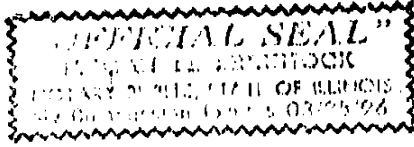
ATTEST: [Signature] (Its Secretary) By: [Signature] KENNETH A. KRON (Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, County of Cook, I, [Signature], a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT who personally known to me to be the same person as whose name subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that the said Assignment as free and voluntary act and deed GIVEN under my hand and Notarial Seal this 30 day of December, A D 1994 Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, County of Cook, I, Megan M Brenneck, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT 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 30 day of December, A D 1994 Megan M Brenneck Notary Public



FOR RECORDING INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 6431 S. RACINE CHICAGO, ILL. 60636

DELIVERY NAME STREET CITY STATE ZIP+4 EAGLE CAPITAL MORTGAGE, LTD. dba PACE FUNDING CO. 8131 LBJ FRWY. STE. 400 DALLAS, TX. 75251

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

95068750

UNOFFICIAL COPY

2149910060

PORTFOLIO GOVERNANCE

P-797 T-876 P-001

OCT 24 194 17110

NAME AFFIDAVIT

PLEASE BE KNOWN THAT Diana Strickland AND
Diana L. Provo-James ARE ONE IN THE SAME PERSON.

DIANA L. PROVO-JAMES

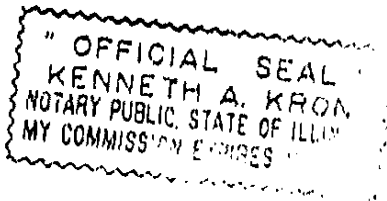
Diana L. Provo-James
signature DIANA L. PROVO-JAMES

Diana Strickland
signature DIANA STRICKLAND

BEFORE ME THIS 30 DAY OF Aug 19 94 PERSONALLY APPEARED
DIANA L. PROVO-JAMES

NOTARY SEAL

Kulak
NOTARY SIGNATURE AND EXP. DATE



95088750

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2149940068

NOTARY PUBLIC

IT-797 T-676 P-001

OCT 24 '94 17:10

NAME AFFIDAVIT

PLEASE BE KNOWN THAT Jerry Strickland AND
Jerry Provo ARE ONE IN THE SAME PERSON.

Jerry Strickland
Signature JERRY STRICKLAND

Jerry Provo
Signature JERRY PROVO

BEFORE ME THIS 30 DAY OF Aug 1994 PERSONALLY APPEARED
JERRY STRICKLAND

NOTARY SEAL

Kenneth A. Kron
NOTARY SIGNATURE AND EXP. DATE

" OFFICIAL SEAL "
KENNETH A. KRON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/19/96

95068750

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000