

UNOFFICIAL COPY

95117803

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made 11-01 1994, between Anthony Giannola and Karen Matas,
in Joint Tenancy herein referred to as "Grantors", and T.R. Siedzinski
of Chicago Illinois, herein referred to as "Trustee", witnesseth.

THAT, WHEREAS the Grantors have promised to pay to Danley Garage World herein referred to as
"Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of

Six Thousand Seventy and No/100 Dollars (\$ 6070.00),
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 60 at \$ 154.08 followed by N/A followed by
at \$ _____ with the first installment beginning on 2-6 1995 and the remaining installments continuing on

the same day of each month hereafter until fully paid. All of said payments being made payable at 118 N. Clinton, Chicago
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 \$ 6070.00 The Contract has a Last Payment Date of 1-6 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 Town of Cicero
COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 17 (except the North 3 feet thereof) and North 12 feet of Lot 18 in
Block 19, in a Subdivision of all of Block 19 and Block 30 (except the
East 33 feet thereof) in the Subdivision of the Northwest 1/4 of Section
29, North, Range 13, East of the Third Principal Meridian.

P.I.N. # 16-29-121-019

DEPT-01 RECORDING \$23.50
T#0011 TRAN 5874 02/21/95 10:47:00
#1151 + RV *-95-117803
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.

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, renew or rebuild any buildings or improvements now or hereafter situated 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 waived, said 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 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 Grantors may desire to contest.

3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against fire 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 use benefit of the Beneficiary, such right to be evidenced by the 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.

4. In case of default hereunder, 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 payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or
reclaim from any tax sale or forfeiture affecting said premises or cause any tax or prior lien or title or claim thereof to be redeemed from any tax sale or forfeiture affecting
said premises or cause 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 overpaid 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 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 hands and seals of Grantors the day and year first above written.

Anthony Giannola (SEAL) Karen Matas (SEAL)
Anthony Giannola Karen Matas
95117803

STATE OF ILLINOIS.

County of Cook

SS

Marlene E. Salerno

I, Marlene E. Salerno, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Anthony Giannola and Karen Matas, in joint
tenancy

who are personally known to me to be the same persons S. whose name S. they 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.

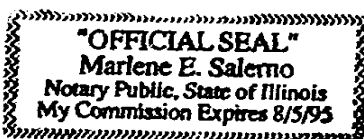
GIVEN under my hand and Notarial Seal this 11 day of November A.D. 19 1994
Marlene E. Salerno
Notary Public

This instrument was prepared by

Danley Garage World
(Name)

10001 W. Roosevelt
Westchester, IL 60154
(Address)

9356



UNOFFICIAL COPY

6. Grantors shall pay each item 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 (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for 60 days, or the performance of any other agreement of the Grantors herein contained, or (c) immediately if 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 loan hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be properly incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisal fees, costs for documentary and expert evidence, advertising, charges, public sale costs and costs which may be estimated as to needs to be expended after entry of the decree for preparing such abstracts of title, title searches and examinations, guarantee proceeds, foreman's certificates, and similar data and accounts with respect to title as Trustee or Beneficiary may deem necessary, and all necessary either to prosecute such suit or to evidence in bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this 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 (the "3rd Dred" section), when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcies, proceedings, in which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Dred or any indebtedness hereby secured, or in preparation for the commencement of any suit for the enforcement hereof after accrual of such right to foreclose whether or not actually commenced, or (b) preparations for the defense of any 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 ~~collateral~~ ~~collateral~~ additional to that considered by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantee, 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 present 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. The receiver shall have the power to collect the rents, issues and profits of said premises during the term of the trust of such premises suit on in his hands and he shall cause full payment of all bills due by the premises to be paid from the proceeds of such collection. He shall also pay to the owners of such premises the amount of taxes assessed against them and the interest thereon. If the receiver is not a resident of the State of California, he shall employ a resident agent who shall act for him in all matters relating to the management, control, maintenance 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 to 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, 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 act or omission 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 to act 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 heretofore 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 word "Grantors" when used herein, shall include 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 Beneficiary.

CORPORATE SELLER SIGN HERE

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over assigns the beneficial interest under such Trust Deed and the obligation secured thereby to EQ Financial, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 3 day of JANUARY 1995.

DANIEL GARAGE WORK. (SEAL)

ATTEST:

(Its Secretary is

35

Vice of

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS.

County of _____

55

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 _____ whose name _____ subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that _____ signed and delivered

the said Assignment as a free and voluntary act

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

Sears Roebuck & Co.

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS.

County of Cook

55

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

ANTHONY ANDERSON Paul Fisher

who Are 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 3 day of JANUARY A.D. 1995

Negara Puhlia

DELIVERY

NAME _____

STREET

CITY

INSTRUKTIONEN

OR

RECORDER'S OFFICE BOX NUMBER _____

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

2432 S. 61st Ave
Chicago IL 60650