

UNOFFICIAL COPY

95197259

TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made February 18, 1995, between Napoleon Harris and Linda D. Harris and Percy Nell Banks herein referred to as "Grantors", and T. R. Sledzinski of Chicago Illinois, herein referred to as "Trustee", witnesseth

THAT, WHEREAS the Grantors have promised to pay to Handy Home Services, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Eight Thousand Nine Hundred and 00/100 Dollars (\$8900.00), 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 96 consecutive monthly installments: 96 at \$ 175.43, followed by N/A at \$ N/A, followed by N/A at \$ N/A with the first installment beginning on 4-11 (Month & Day), 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 118 N. Clinton Chicago, 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 \$ 8900.00. The Contract has a Last Payment Date of 3-11 2003

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:

THE NORTH 33 1/2 FT. OF THE SOUTH 97 FT. OF LOT 1, THE NORTH 33 1/2 FT. OF THE SOUTH 97 FT. OF LOT 2, THE NORTH 33 1/2 FT. OF THE SOUTH 97 FT. OF LOT 3, THE NORTH 33 1/2 FT. OF THE SOUTH 97 FT. OF LOT 4 IN BLOCK 13 IN JOHN G. SHORTALL TRUSTEE'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH; RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IL. PIN 20-26-212-00

which, with the property hereinafter described, is referred to herein as the "premises." 7239 S. Woodlawn Ave. Chicago, Il.

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 (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 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 money 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 the said 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, or less than ten days prior to the respective dates of expiration.
- In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter 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 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 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 security. 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.
Napoleon Harris (SEAL) Linda D. Harris (SEAL)
Percy Nell Banks (SEAL)

STATE OF ILLINOIS,)
County of Cook)
I, Mary Lucius, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Napoleon and Linda Harris and Percy Nell Banks



who are personally known to me to be the same person as 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 a free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 18 day of February, A.D. 1995.
Mary Lucius Notary Public

This instrument was prepared by Handy Home Services (Name) 5097 N. Elston Ave (Address) Chicago, IL 60630

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DEPT-01 RECORDING (SEAL) \$23.50
T#0001 TRAN 7551 03/24/95 11:46:00
#6904 #CG #95-197259
COOK COUNTY RECORDER

