

UNOFFICIAL COPY

95197262

DEPT-01 RECORDING \$23.50
T0001 TRAM 7551 03/24/95 11:46:00
#6907 & CG # -95-197262
COOK COUNTY RECORDER

TRUST DEED

THIS INDENTURE, made FEBRUARY 18, 1995, between CLYDE CARTER AND MARY D. CARTER FKA MARY D. SHAW

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 REMODELING CONSULTANTS, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of SEVEN THOUSAND NINE

HUNDRED EIGHTY AND 00/100 ***** 7980.00 Dollars (\$ 7980.00)

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, 95 at \$ 157.29, followed by 1 at \$ 157.29

at \$ N/A with the first installment beginning on 3-18, 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

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 \$ 7980.00. The Contract has a Last Payment Date of 2-18, 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:

LOT 19 IN BLOCK 11 IN DEWEY AND HOFF'S SUBDIVISION OF THE W 1/2 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

PIN # 20-30-117-040 COMMONLY KNOWN AS: 7346 S. OAKLEY, CHGO, IL.

which, with the property hereinafter described, is referred to herein as the "premises" 95197262

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 (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of any or municipal ordinances with respect to the premises and the use thereof; (f) 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 Grantor may desire to contest.
3. 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 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 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.
4. In case of default hereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore 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, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure 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 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. 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 hand(s) and seal(s) of Grantors the day and year first above written.

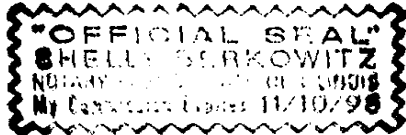
MARY D. CARTER FKA MARY D. SHAW (SEAL) CLYDE CARTER (SEAL)

STATE OF ILLINOIS, I, SHELLY BERKOWITZ, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of COOK MARY D. CARTER FKA MARY D. SHAW AND CLYDE CARTER

who ARE personally known to me to be the same person as 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 their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of FEBRUARY, A.D. 1995. Shelly Berkowitz Notary Public

This instrument was prepared by EQ FINANCIAL, INC. 118 N. CLINTON, CHGO, IL.



2350

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

UNOFFICIAL COPY

The Trustee or Beneficiary hereby secured making any and every hereby a perfected lien on any and every property of the Grantor...

Grantor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

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...

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...

I, Grantor, 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...

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...

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

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...

Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity...

In case of the resignation, inability or refusal of the Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust...

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 assigns the beneficial interest under such Trust Deed...

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

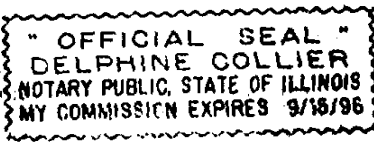
ATTEST: [Signature] (his Secretary)
CORPORATE SELLER SIGN HERE
REMODELING CONSULTANTS
[Signature] (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS
County of COOK
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
[Signature] personally known to me to be the same person whose name subscribed to the foregoing Assignment...

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS
County of COOK
Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
[Signature] personally known to me and who executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein...



DELIVERY

NAME: EQ FINANCIAL INC.
118 N. CLINTON, #302
CHICAGO, IL 60661
CITY: (312) 466-4900



FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
7346 S. OAKLEY
CHICAGO, IL.

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER