

UNOFFICIAL COPY

95197264

TRUST DEED

THE ABOVE SIGN IS FOR RECORDING USE ONLY

THIS INDENTURE, made Jan 1995, between Thomas P. Shannon, now married to Kathryn M. Shannon, herein referred to as "Grantors", and TR Sledzinski, of Chicago, Illinois, herein referred to as "Trustee", witnesseth

THAT, WHEREAS the Grantors have promised to pay to Energy Craft Window Co, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of 10,000.00,

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 at \$ 240.53, followed by N/A, followed by 700 Dollars (\$ 10,000.00),

to the same day of each month (not after) fully paid. All of said payments being made payable at 118 N. Clinton, Suite 302, 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 \$ 10,000.00. The Contract has a Last Payment Date of 3-16-2000.

NOW, THEREFORE, the Grantors to receive 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 30 IN BEVERLY HOMES, BEING A RESUBDIVISION OF BEVERLY RIDGE SUBDIVISION IN SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

95197264

10140 S. MAPLEWOOD

CHICAGO, IL 60642

#24-12-425-016

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, 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 hire not expressly substituted in the lien thereof, (3) pay when due any indebtedness which may be created 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 all 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.

2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water, gas, 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 windstorms under policies providing for payment to the insurance companies *at rates* 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 the benefit of the Beneficiary, such rights to be evidenced by the usual 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.

4. In case of default thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinafter 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 of any and purchase, discharge, compromise or settle all or any part of any prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or premium 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 money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money 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 hands (and seals) of Grantors the day and year first above written.

Kathryn M. Shannon

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of COOK

Nothaniel G. Reden

DEPT-01 RECORDING

\$23.50

T\$0001 TRAN 7551 03/24/95 11:47:00

COOK COUNTY RECORDER

\$6909 + CG *-95-197264

Thomas P. Shannon and Kathryn M. Shannon

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 Their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16 day of March, D. 19 95.

Nothaniel G. Reden

Notary Public

This instrument was prepared by

Nothaniel G. Reden

(Name)

(Address)

23⁵⁰

AL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
INN 5011 EXPIRES 4/19/98

Covenants, Conditions and Provisions Contained from Page 10 of This Trust Deed

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5. The Trustee or Beneficiary hereby agrees that any payment made by it in accordance with the terms of this instrument shall be deemed to have been made in good faith and without knowledge of the validity of any such statement or estimate as to the validity of any such assessment, sale, forfeiture, tax, fine or other charge.

When the audited expenses freely incurred shall become due, whether before or during or after the time of payment, the auditor shall be entitled to receive the same from the company, and if he does not receive the same within ten days after the time of payment, he may sue for the same in any court of competent jurisdiction, and the company shall be liable to pay the same to him, with interest thereon at the rate of six per centum per annum, from the time of payment until paid.

⁸ The procedure of any federal law under which the premises shall be described and applied in the following manner of property. This can be done by the use of a map or plan of the property, or by a verbal description of the same, which shall be made in writing and signed by the owner of the property.

If paid or payable after the fixing of a bill to foreclose this First Deed, the court in which such bill is filed may appoint one or more trustees or other executors, without regard to the solvency or insolvency of the debtor, to receive and distribute the same, and to pay the same to the claimants, and the trustee or executors so appointed shall have the power to collect the debts, and to sue and defend during the period of such foreclosure, and to make all such determinations as may be necessary for the purpose. Whether there shall be several or one trustee or executors, and whether they shall be appointed by the court, or by the debtors, except that the court may determine otherwise, shall be left to the discretion of the court, and all other powers which may be necessary or convenient to be exercised by the trustee or executors, in the prosecution, collection, management and operation of the property during the whole of said period. The court may, from time to time, and where it sees fit, make such further or other orders as it may see fit, for carrying out the intent and purpose of this First Deed, and for giving effect thereto.

10. Security for the amount in excess of the amount of any previous benefit shall be sufficient as a defense which would not be good against a claim for the debt hereby secured.

¹¹ Trustees or Beneficiaries shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for the purpose.

C. Trustee has no duty to examine the title, location, existence, or condition of the property, nor shall he or she be obligated to record the Trust Deed or as evidence any instrument given unless expressly obligated by the terms hereof, nor shall he or she make any acts or omissions in trustee except in case of gross negligence or willful misconduct. Trustee may require adequate security before it exercises any power herein given.

14. Upon presentation of satisfactory evidence, it shall be deemed to this Trust Deed has been fully paid, valid before, or otherwise, the Trustee shall have full authority to release this Trust Deed, the fee 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 herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend and be binding upon Grantees and all persons claiming under or through Grantee, and the word "Grantee" whenever 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 of this Trust Deed. The term "Buyer(s)" 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, assigns the beneficial interest under such Trust Deed and the obligation secured thereby to FQ Financial, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this
6th day of March, 1995.

ATTEST: *James A. Garfield*
RECORDED BY *John B. Green* HIS SECRETARY.

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS
SS. A Notary Public, at 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 subscribes

whereby known to me to be the same person whose name is subscribed to the foregoing Assignment appeared before me this day in person and acknowledged that he and Assignment as true and voluntary act.

ACKNOWLEDGMENT BY CORPORATION (SELLER)

County of Dodge SS: a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
John R. Packer

"OFFICIAL SEAL" personally known to me and who executed the foregoing Assignment as president and secretary, respectively,
DENNIS E. STOCK officers in the name of and on behalf of said corporation for the uses and purposes therein set forth
NOTARY PUBLIC, STATE OF ILLINOIS. SGN under my hand and Notarial Seal this . 6/2 / 1995 A.D. 1995
MY COMMISSION EXPIRES 6/12/98

DELIVER TO
NAME: **EQ FINANCIAL, INC.**
STREET: **115 N. WABASH, #302**
CITY: **CHICAGO, IL 60661**
(312) 466-4900

**FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE**

10140 N. Belpointe
Chicago, IL 60642

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER