

UNOFFICIAL COPY

95197264

TRUST DEED

THE ABOVE SPACE FOR RECORDER USE ONLY

THIS INSTRUMENT, made JAN 16th 1995, between Thomas P. Shannon NOW married to Kathy M. Shannon herein referred to as "Grantors", and TR Sledzinski of Chicago Illinois, herein referred to as "Trustee", with

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 Ten Thousand and 00/100 Dollars (\$ 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 60 at \$ 240.53, followed by _____ at \$ N/A, followed by _____ at \$ N/A, with the first installment beginning on 4-16 1995 and the remaining installments continuing on _____

the same day of each month (or after until 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.

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10140 S. MAPLEWOOD CHICAGO, IL 60642 624-12-425-016 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, in, 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 incurred 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.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water, sewage, 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 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 unpaid 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.
- In case of default hereon, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore 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 of any kind 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 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 any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured here by 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 nevertheless be construed as a waiver of any right accruing to them on account of any default hereunder on the part of Grantor.

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.

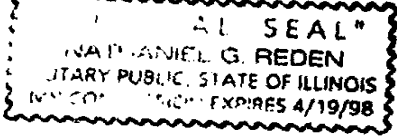
Thomas P. Shannon (SEAL) Kathy M. Shannon (SEAL)

STATE OF ILLINOIS, ss. Nathaniel G. Reden DEPT-01 RECORDING (SEAL) T#0001 TRAN 7551 03/24/95 11:47:00 66909 CG *-95-197264

County of COOK a Notary Public in and for and residing in said County, in the County of COOK, DO HEREBY CERTIFY THAT Thomas P. Shannon and Kathy M. Shannon

who ARE personally known to me to be the same person and 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 Jan 19 95



This instrument was prepared by Nathaniel G Reden (Name) _____ (Address)

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

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5. The Trustee or Beneficiary hereby secures this deed and payment of the same by authorized persons...

6. Trustees shall pay each item of indebtedness herein mentioned, both principal and interest...

7. When the indebtedness hereby secured shall become due, the trustee shall have the right to foreclose...

8. The proceeds of any foreclosing sale of the premises shall be distributed and applied in the following order of priority...

9. Upon or within any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed...

10. No action for the enforcement of the terms of any provision hereof shall be subject to any defense...

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times...

12. Trustee has no duty to examine the title, location, existence or condition of the premises...

13. Upon presentation of satisfactory evidence that the bill for foreclosure by this Trust Deed has been fully paid...

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

15. This Trust Deed and all provisions hereof shall extend and be binding upon creditors and all persons claiming under it...

ASSIGNMENT

For value received the undersigned, the Beneficiary under the within Trust Deed hereby transfers, conveys, assigns the beneficial interest...

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

ENERGY CRAFT WINDOW CO. Dealer (SEAL)

CORPORATE SELLER SIGN HERE ENERGY CRAFT WINDOW CO.

ATTEST: [Signature] (his Secretary)

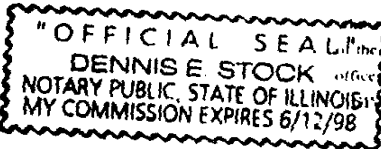
[Signature] (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS, I, [Notary Name], 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 the said Assignment as free and voluntary act GIVEN under my hand and Notarial Seal this day of A.D. 1995 Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS, I, Dennis E. Stock, 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, 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 6th day of March, A.D. 1995 Notary Public



DELIVERY

NAME: EQ FINANCIAL, INC. STREET: 115 N. LA SALLE ST., #302 CHICAGO, IL 60661 CITY: (312) 466-4900

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 10140 N. Maplewood Chicago, IL 60642

OR

RECORDERS OFFICE BOX NUMBER