

UNOFFICIAL COPY

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COOK COUNTY RECORDER

TRUST DEED

THIS INSTRUMENT, made FEBRUARY 9, 1995, between LEON TURNER, hereinafter 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 BEST HOME PRODUCTS, INC., hereinafter referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract", and described as follows: TEN THOUSAND NINE HUNDRED AND 0/100 ***** Dollars \$ 10,900.00, 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 120 consecutive monthly installments 120 at \$ 196.26 followed by N/A at \$ N/A, with the first installment beginning on 4-4-95, followed by 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 \$ 10,900.00. The Contract has a Last Payment Date of 3-4-2005

NOW, THEREFORE, the Grantors do hereby promise 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 SOUTH 25 FEET OF THE WEST 124.64 FEET OF LOT 41 IN WOODLAWN HIGHLANDS, A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 60 ACRES OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 6337 S. DREXEL, CHGO, IL. PIN# 20-23-104-009 95197270

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.

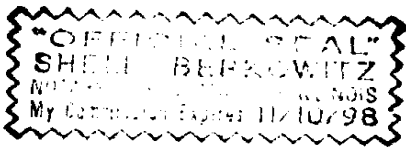
- COVENANTS, CONDITIONS AND PROVISIONS
1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for 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.
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 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 therein, 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 Grantors shall not be liable for partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax, lien or other claim hereof 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 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 hand(s) and seal(s) of Grantors the day and year first above written.

Leon Turner (SEAL) LEON TURNER (SEAL)

STATE OF ILLINOIS, I, SHELLY BERKOWITZ, a Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY THAT County of Cook LEON TURNER

who 19 personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that HE signed and delivered the said Instrument as HIS free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 9TH day of FEBRUARY, A.D. 1995. Shelly Berkowitz Notary Public



This instrument was prepared by EQ FINANCIAL, INC. 118 N. CLINTON, CHGO, IL. (Name) (Address)

2350

COVENANTS, CONDITIONS AND PROVISIONS CONTAINED HEREIN SHALL BE DEEMED TO HAVE BEEN FULLY ACCEPTED BY THE GRANTEE

UNOFFICIAL COPY

3. The Trustee or Beneficiary hereby secured making any payment... public office without inquiry into the accuracy of such bill...

6. Grantee shall pay each item of indebtedness herein mentioned... all unpaid indebtedness secured by this Trust Deed shall...

7. When the indebtedness hereby secured shall become due... All expenditures and expenses of the nature in this paragraph mentioned shall become due...

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

9. From 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...

10. No action for the enforcement of or lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same...

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

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...

14. In case of the resignation, disability or removal 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 to and be binding upon Grantees and all persons claiming under or through Grantees, and the word "Grantees" when used herein shall include all such persons...

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 EQ Financial, Inc

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 29th day of FEBRUARY 19 95

BEST HOME PRODUCTS + SERVICES, INC. (SEAL) Dealer

CORPORATE SELLER SIGN HERE

BEST HOME PRODUCTS, INC. [Signature: Brett Helbert] PRESIDENT

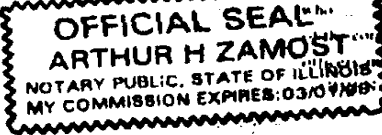
ATTEST: [Signature: Guro Sabala] SECRETARY

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS [Signature: Arthur H. Zamost] Notary Public in and for and residing in said County, of the State aforesaid, DO HEREBY CERTIFY THAT... who personally known to me to be the same person...

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS [Signature: Arthur H. Zamost] Notary Public in and for and residing in said County, of the State aforesaid, DO HEREBY CERTIFY THAT... [Signature: Brett Goldstein] PRESIDENT + SECRETARY OF BEST HOME PRODUCTS + SERVICES, INC.



[Signature: Arthur H. Zamost] Notary Public in and for and residing in said County, of the State aforesaid, DO HEREBY CERTIFY THAT... [Signature: Arthur H. Zamost] Notary Public

DELIVERY

NAME: EQ FINANCIAL, INC. 115 N CLINTON, #302 CHICAGO, IL 60661 (312) 466-4900

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 6337 S. DREXEL CHICAGO, IL. 60637



INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER