

TRUST DEED

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THE ATTACHED RECORDING FEE IS FOR OFFICE USE ONLY

THIS INDENTURE, made January 25, 1975, between William Rodriguez and Odilia Gonzalez, herein referred to as "Grantors", and Stay Security Systems, Inc., herein referred to as "Trustee", witnesseth

THAT WHEREAS the Grantors have promised to pay to the Trustee, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract herinafter called "Contract" and described, the sum of Five thousand eight hundred twenty six and 40/100 Dollars (\$5,876.40), 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 \$ 97.94, followed by 10 at \$ 100.00, followed by 10 at \$ 100.00, with the first installment beginning on 1/25/75 (Month & Day) and the remaining installments continuing on 1/25/75

the same day of each month thereafter until fully paid. All of said payments being made payable at 2115 Butterfield Rd. Oakbrook, 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 \$ 3,697.50

The Contract has a Last Payment Date of 1/25/80

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, my executors 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 6 in Block 6 in Pauling Belmont Avenue addition in the East half of the Northwest quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

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, his successors and assigns, forever, for the purposes, and upon the uses and trusts hereinafter 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 negligence or other items of claims for items 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 in 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. In 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 monies 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 standard mortgage clause to be attached to each policy and shall deliver renewal policies not less than ten days prior to the respective date of expiration of 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 date 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 payment of principal of interest or prior accrued interest of any kind and purchase, discharge, convey or lease or sell any or all other property or title or claim thereto, or release from any tax sale or foreclosure affecting said premises or, incontest any tax or premium or with any tax bill or other prior bill or tax claim thereon or release from my tax sale or foreclosure 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 recites. Inaction of Trustee or Beneficiary shall never 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

X William Rodriguez

(SEAL)

X Odilia Gonzalez

(SEAL)

(SEAL)

STATE OF ILLINOIS,

County of Cook

I, Leelin Helene Grace, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

William Rodriguez and Odilia Gonzalez

who are 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 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

21st day of Feb A.D. 19 75

Leelin Helene Grace
Notary Public

This instrument was prepared by

Janet Hilleboldt 2115 Butterfield Rd. #103
(Name) (Address)
Oak Brook, IL 60521

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AND PROVISIONS CONTAINED IN THIS COPY ARE OF THIS COURT DEPT.

COVENANTS, CONDITIONS AND PROVISIONS CONTINUED ON PAGE

⁵ See *The Function of the State in International Politics* (London, 1954), pp. 11-12.

⁶ The following section provides information and discussion concerning the relationship between the two types of models, namely, the stochastic model and the deterministic model.

What the *reductio ad absurdum* argument does is to demonstrate that the assumption of the opposite of what one wants to prove leads to a contradiction. The contradiction can be either a logical contradiction or a contradiction in the sense that it contradicts some other proposition that one has assumed to be true. In either case, the contradiction shows that the original assumption was false, so that the proposition that one wanted to prove must be true.

⁸ The present study's research design of the premises should be understood and applied as the following: *selection of the theory*, *test* (*assumption of the theory*) and *expansion* (*new evidence and other theories can proceed*), *including analysis of the new evidence obtained in the preceding paragraph*. *Test* (*assumption of the theory*) and *expansion* (*new evidence and other theories can proceed*) are the two main parts of the process of *theoretical construction*, which are connected with each other as follows: provided third, all previous and indirect remaining parts of the new fourth, any susceptible to expansion, other theories, *new evidence* and *other theories can proceed*.

⁹⁷ The position of any party under the bidding of a bid to be used as the basis for the award of a contract after notice of award given without the reference of an offeror or the offeror's name shall be deemed occupied as a formal protest or not and the trustee may make any representation to the parties concerned as to the nature and amount of such claim and defense as during the relevant period of time, except for the determination of such claim or defense by the trustee, the trustee may not be liable for the costs of management and operation of the properties during the period of time in which he is so appointed. In the event bidding is carried forward by any party following the determination of such claim or defense by the trustee, the trustee may not be liable for the costs of management and operation of the properties during the period of time in which he is so appointed.

¹⁰ See also the discussion of the time of death processes in section 4. The values of α and β which would not be practical or reasonable in the present context are not explicitly suggested.

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

12. Trustee has sole duty to examine the title; location, existence, or addition of the premises, and shall furnish the depository to record the title, the date of recordation, and expressly obligate by the terms hereof, to hold for any acts or omission to render account of any right or interest of record held and Trustee may require indemnity and security from Trustee before exercising any power herein given.

IV. A prompt presentation of satisfaction evidence that all indebtedness secured by this note, Bond has been fully paid off before or after maturity. The trustee shall trust the bond thereto by proper instrument.

14. In case of the resignation, inability or refusal to act of Trustee, the Beneficiaries shall have the authority to appoint a Successor to Trust. Any Successor to Trustee 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 its executors and all persons, executors under or through transfers, and the word "Beneficiary" when used hereinafter shall mean and include any successors or assigns of Beneficiary, all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed. The term "Beneficiary" 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 and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to Associates Finance, Inc.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 20th day of February, 1993.

ATTEST: *Daniel R. Doree* By DANIEL R. DOREE, See

STATE OF ILLINOIS,
SS.: *I, Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT*

ACKNOWLEDGMENT BY CORPORATION (SELLER)

who _____ personally known to me and who executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that they signed and delivered the same as their free and voluntary acts such officers in the name of and on behalf of said corporation for the uses and purposes _____.

**D
E
L
I
V
E
R
Y** NAME _____
STREET ASSOCIATES FINANCE, INC.
794 S. Buffalo Grove Rd.
CITY Buffalo Grove, IL 60089
**FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE**

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER

612336 Rev. 2-94 Illinois