

# UNOFFICIAL COPY

95315507

## TRUST DEED

(THE ABOVE SPACE FOR RECORDERS USE ONLY)

THIS INDENTURE, made 1-31-95, 1995, between Ecclestine Marshall Reed herein referred to as "Grantors", and T. E. Siedzinski of CHICAGO Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay Home Loan Construction Co. herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of 200,000.00 Dollars (\$200,000.00), 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 20 consecutive monthly installments: at \$3,672.00, followed by at \$3,415, followed by at \$3,415, with the first installment beginning on 1-31-95 (Month & Day), 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 18 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, \$ 200,000.00. The Contract has a Last Payment Date of 1-31-95.

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 45 in Block 1115 & 1116 SOUSIN AVENUE, CENTRAL AVENUE SUBDIVISION in the SW 1/4 of SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST of the Third Principal Meridian, IN COOK COUNTY, ILLINOIS. P.I. # 13-33-322-004  
Commonly known as 1647 N. Lotus Ave, Chicago Ill, 60639.  
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

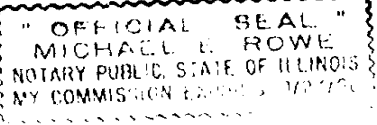
- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinate 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.
- 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.
- 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 company 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 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 said mortgage clause to be attached in 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 therein, 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 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 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) transaction 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  
Ecclestine Marshall Reed (SEAL) 95315507 (SEAL)

STATE OF ILLINOIS, 1 Michael E. Rowe SS a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook Ecclestine Marshall Reed

who 15 personally known to me to be the same person whose name 15 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as it free and voluntary act, for the uses and purposes therein set forth.



GIVEN under my hand and Notarial Seal this 24 day of January, 1995  
Notary Public

This instrument was prepared by Maria Contreras 4767 W. Tody Lane Wood Dale 60646 (Name) (Address)

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COVENANTS, CONDITIONS AND PROVISIONS CONTAINED HEREON PAGE 1 OF THE TRUST DEED

The Trustee or Beneficiary hereby certifies that this deed is being prepared, executed and recorded in full compliance with the applicable public office without inquiry into the accuracy of such bill, statement or estimate of value of any tax, assessment of sale, forfeiture, tax lien or other lien.

Grantors shall pay each item of indebtedness herein mentioned both principal and interest when due according to the terms hereof. In the event of default in the payment of any such indebtedness secured by this Trust Deed shall notwithstanding anything in the Contract or in this Trust Deed to the contrary, become due and payable immediately in full upon the making payment of any installment on the Contract or on the when default shall occur and continue for three days after the performance of any other agreement of the Contract hereon and all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose on the premises hereon. Beneficiary or Trustee shall be allowed and included as additional indebtedness on the direct loan and shall be paid in full by the Grantors or their heirs, assigns, attorneys in fact, Trustee or fees, appraisers, fees, outlays for assessment and expert witnesses and other expenses. Beneficiary or Trustee shall have the right to employ attorneys of the law to prosecute all such indebtedness of this Trust Deed and to sue for and recover the principal and interest thereon and to take any action which may be reasonably necessary either to prosecute such suit or to reside in full force of any sale which may be had pursuant to such indebtedness. Beneficiary or Trustee shall be entitled to the proceeds of any such sale and to the proceeds of any such foreclosure sale. All expenditures and expenses of the nature herein provided shall be paid by the Grantors or their heirs, assigns, attorneys in fact, Trustee or fees, appraisers, fees, outlays for assessment and expert witnesses and other expenses. Beneficiary or Trustee shall be entitled to the proceeds of any such sale and to the proceeds of any such foreclosure sale. All expenditures and expenses of the nature herein provided shall be paid by the Grantors or their heirs, assigns, attorneys in fact, Trustee or fees, appraisers, fees, outlays for assessment and expert witnesses and other expenses. Beneficiary or Trustee shall be entitled to the proceeds of any such sale and to the proceeds of any such foreclosure sale.

The proceeds of any foreclosing sale of the premises shall be distributed and applied in the following order of priority: First, in payment of all costs and expenses of legal and equitable proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured and unsecured indebtedness of the Contract with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any unexpended balance of any proceeds of any foreclosing sale of the premises.

Upon 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 the property hereon and may cause the same to be sold without notice, without regard to the priority of indebtedness and without regard to the rights of the parties to the Contract. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption, and to apply the same to the satisfaction of the indebtedness secured by this Trust Deed, except for the satisfaction of such receiver would be entitled to collect such rents, issues and profits, and all other powers which may be necessary to carry out the purposes of this Trust Deed. The court from time to time may authorize the receiver to apply the same to the satisfaction of the indebtedness secured hereby or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be levied on the premises or on any part of the premises. The indebtedness secured hereby or by any decree foreclosing this Trust Deed or any tax, special assessment or other lien which may be levied on the premises or on any part of the premises shall be paid in full by the Grantors or their heirs, assigns, attorneys in fact, Trustee or fees, appraisers, fees, outlays for assessment and expert witnesses and other expenses.

No action for the enforcement of the hereof or any provision hereof shall be subject to any defense which would not be good and available to the grantor in a suit on the note hereby secured.

Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto 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 or to execute any other instrument expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require information and documents from the Grantors exercising any power herein given.

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 the authority to reconvey the Trust Deed, the lien thereof, by proper instrument.

In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a successor Trustee. Any such successor Trustee shall have the same title, powers and authorities as are herein given Trustee.

This Trust Deed and all provisions hereof shall extend to and be binding upon Grantors and all persons claiming under or through them, and the heirs, assigns, attorneys in fact, Trustee or fees, appraisers, fees, outlays for assessment and expert witnesses and other expenses of 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 hereby transfers, sets over and assigns the beneficial interest in this Trust Deed and the obligation secured thereby to EQ Financial, Inc.

IN WITNESS WHEREOF the undersigned has set its hand and seal this 20th day of April, 1995.

CORPORATE SELLER SIGN HERE

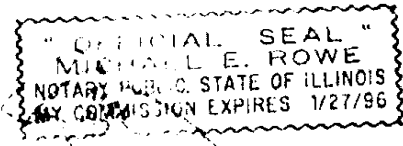
ATTEST: [Signature] (Its Secretary) By: [Signature] (Name and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook who personally 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 and the said Assignment as free and voluntary act GIVEN under my hand and Notarial Seal this 20th day of April, 1995.

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook 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 act as such officers 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 20th day of April, 1995.



DELIVERY MUST BE MADE TO RECORDER'S OFFICE INSTRUCTIONS

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 16111 Jackson Chicago, IL 60631 DEPT-01 RECORDING \$23.50 10014 TRAN 5679 05/15/95 13:24:00 48386 # AP \* -95-315#07 (COOK COUNTY RECORDER) DEPT-10 PENALTY \$20.00