UNOFFICIAL COPY

95315545

TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made 3 22 19 95 between Mr. Eric Hazell herein referred to as "Grantors", and TK Stefanski of Chicago Illinois herein referred to as "Trustee", witnesseth:

THAT WHEREAS the Grantors have promised to pay to Energy Conservation London, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of twenty thousand and no/100 Dollars ($ 20000.00), 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 installment, at $ 328.82, followed by at $ N/A, followed by at $ N/A, with the first installment beginning on 6 1 (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 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 $ 20000.00. The Contract has a Last Payment Date of 5 1 2005

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 66 IN FEINBERGS SHERIDAN DRIVE ADDITION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

865 W. NEWPORT CHICAGO, IL 60657 14-20-413-021

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 (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) 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 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 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 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 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 attorneys' 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 rate of per annum, or the rate stated in the Contract this Trust Deed secures. Inaction of Trustee or Beneficiary shall not be deemed 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.

(SEAL) Eric Hazell (SEAL)

(SEAL) (SEAL)

STATE OF ILLINOIS
County of Cook ss.

I, John F. Gillespie, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mr. Eric Hazell

who is 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 23 day of March A.D. 19 95

John F. Gillespie
Notary Public

"OFFICIAL SEAL"
JOHN F. GILLESPIE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/13/98

This instrument was prepared by

John G. Gillespie
(Name)

216 N. London
Rosemont, Ill. 60018
(Address)

2350
P.D.
of

Property of Cook County Clerk's Office

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COVENANTS, CONDITIONS AND PROVISIONS CONTINUED FROM PAGE ONE OF THIS INSTRUMENT

ASSIGNMENT

For value received, the undersigned, the Beneficiary under the Trust Agreement dated [illegible] and the Trustee under Trust Deed and the obligations secured thereby, hereby assigns, transfers and sets over to [illegible] the Trust Deed and the obligations secured thereby.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 25th day of [illegible] 19[illegible]

ENERGY CRAFT WINDOW CO.
Dealer (SEAL)

CORPORATE SELLER SIGN HERE

ATTEST: [illegible]
Assistant Secretary

ENERGY CRAFT WINDOW CO.
By [illegible]
President

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS
County of

SS

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

who [illegible] personally known to me to be the same person[s] whose name[s] [illegible] appeared before me this day in person and acknowledged that [illegible] signed, sealed and delivered the said Assignment as [illegible]

GIVEN under my hand and Notarial Seal this day of [illegible]

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS
County of Dupage

SS

I, Dennis E Stock, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT [illegible] President and [illegible] Assistant Secretary of the corporation named therein, personally known to me and who executed the foregoing Assignment as such [illegible] respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this [illegible] day of [illegible]

Notary Public

"OFFICIAL SEAL"
DENNIS E STOCK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/12/98

95315515

DELIVERY

NAME [illegible]
STREET 1111 N. Jefferson
CITY Chicago, IL 60622

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER

SEPT-11 RECORDING $23.50
T#0014 TRAN 5679 05/15/95 13:27:00
$8402 ♦ AP *-95-315515
COOK COUNTY RECORDER
SEPT-10 PENALTY $20.00

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

[illegible] N. Jefferson
Chicago, IL 60622

Property of Cook County Clerk's Office