

UNOFFICIAL COPY

95315516

TRUST DEED

THE ABOVE SPACE FOR RECORDEES USE ONLY

THIS INDENTURE, made 4-8, 1995, between Carol A. Small and Katherine A. Small hereinafter referred to as "Grantors", and Dennis E. Stock of Chicago, Illinois, herein referred to as "Trustee", witnesseth

THAT, WHEREAS the Grantors have promised to pay to Country Loans Corporation, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Eleven Thousand Dollars (\$11,000.00), 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 120 consecutive monthly installments 120 at \$ 180.00, followed by 120 at \$ 175.00, followed by 120 at \$ 170.00, with the first installment beginning on 6-16, 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 11725 S. Troy St, Chicago, IL 60655, 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 \$11,000.00. The Contract has a Last Payment Date of 5-16, 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 1 AND THE NORTH 5 FEET OF LOT 2 IN BLOCK 2 IN J.S. HOYLAND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11200 S. TROY CHICAGO, IL 60655 #24-24-105-045
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 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 of 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, gas, 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 or located adjacent to 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 the 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 thereon, Trustee or Beneficiary may, but need not, make any payment or perform any act herebefore 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, 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, to the extent of such indebtedness secured hereon, as if all become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract that loan secured by this Trust Deed. Inaction of Trustee or Beneficiary shall never be construed 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.

[Signature] (SEAL) [Signature] (SEAL)
[Signature] (SEAL) [Signature] (SEAL)

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 County of DePue



who Carol A. Small personally known to me to be the same person Katherine A. Small whose name Carol A. Small subscribed in the foregoing Instrument, appeared before me this day in person and acknowledged that Carol A. Small signed and delivered the said Instrument as Carol A. Small free and voluntary act, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal this 5-8 day of April, A.D. 1995
[Signature] Notary Public

This instrument was prepared by Dennis E. Stock (Name) 6338 Pulaski (Address) Chicago IL 60648

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07

COVENANTS, CONDITIONS AND PROVISIONS CONTINUED FROM PAGE 1 OF THIS DEED

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1. The Trustee of Beneficiary hereby certifies that he has read the foregoing instrument and is satisfied that it contains all the provisions intended to be expressed therein and that the appropriate public officer without inquiry into the accuracy of the facts stated therein has duly recorded the same.

2. Grantors shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall remain outstanding as long as the Trust Deed is in the validity, provided that such payments be made to the satisfaction of the holder in making payment of any installment on the Contract, or (b) which default shall occur and continue for three days on the performance of any other agreement of the Grantors herein mentioned, or to immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

3. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Beneficiary or Trustees shall have the right to foreclose the hereinbefore provided mortgage lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Beneficiary or Trustees, including a fee for trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stamp, official charges, publication costs and fees which may be estimated to be required to be expended after entry of the decree of possessing all such debt to be paid, this cost and a commission guaranteed public Trustee's publications and similar data and assurance, with respect to all of the Trust of Beneficiary may deem to be reasonably necessary either to preserve the subject or to conduct a foreclosure at any time which may be paid or incurred by or on behalf of Beneficiary or Trustees. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable with interest thereon at the same percentage rate stated in the Contract for Trust Deed security, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and all other proceedings, to which either of them shall be a party, either as plaintiff or defendant, by or against the Trust Deed or any indebtedness hereby secured, or the preparation for the execution of said Trust Deed or the foreclosure hereof, whether or not actually commenced, or for preparation for the holding of any foreclosure sale or proceeding, or for the payment of the proceeds of the foreclosure.

4. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a lien on the premises or their contents; third, the Contract with interest thereon as herein provided; fourth, all principal and interest remaining unpaid on the note; fourth, any surplus to Grantors, their heirs, legal representatives or assigns, as the right may appear.

5. 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 proceeds of such foreclosure sale, either before or after sale, without notice, without regard to the validity of the contract for such foreclosure, and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of and proceeds of the sale of such premises, and in case of a sale and a deficiency, to pay the same to the Trustee or Beneficiary, as the case may be, and to hold the same until the same are paid to the Trustee or Beneficiary, except for the satisfaction of such debts, taxes, costs and profits, and all other powers, which may be necessary or desirable in the prosecution, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net proceeds of the foreclosure sale in whole or in part to the satisfaction of such debts, taxes, costs and profits, and to pay the balance of the proceeds to the Trustee or Beneficiary, as the case may be, or to other persons who may be so authorized by the Court or of such decree, provided such application is made prior to foreclosure sale. The deficiency in case of a sale and deficiency.

6. No action for the enforcement of the lien of any proceeds hereof, shall be subject to any defense which would not be good and available to the holder of a mortgage or other lien upon the note hereby secured.

7. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access there to shall be permitted for that purpose.

8. Trustee has no liability regarding the title, his own existence, or condition of the premises, nor shall he be held liable to account for the Trust Deed or to make or any part of the same, unless expressly obligated by the terms hereof, and he shall be liable for any acts or omissions hereunder, except in case of proxy negligence or misconduct, and Trustee's expense and interest shall be paid before exercising any power herein given.

9. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, subject to the terms hereof, the Trustee shall have full authority to release this Trust Deed, the lien thereon, by proper instrument.

10. In case of the resignation, inability or refusal 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.

11. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persons claiming under or through Grantors, and the said Grantors, when used herein shall include all such persons and all persons liable for the payment of the indebtedness of 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 as one the beneficial interest under such Trust Deed and the obligation secured thereby to J O Jannard, Inc.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 2nd day of May, 1985.

ENERGY CRAFT WINDOW CO.
Dealer (SLA)

CORPORATE SELLER SIGN HERE
ENERGY CRAFT WINDOW CO.
BY _____ (Name and Title)

ATTEST: _____
Secretary

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS)
County of Cook)
I, _____, 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 the said Assignment as free and voluntary act GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 19__.

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS)
County of Cook)
I, _____, 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, 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 _____ day of _____, A.D. 19__.



DELIVERY 01991556

NAME: *City Financial*
STREET: *115 N. Jefferson*
CITY: *Chicago, IL 60661*

DEPT-03 RECORDING
14814 TRAN 5679 05:15:05 13:28:00
\$100 + AP * -95-315516
COOK COUNTY RECORDER
DEPT-10 FENALTY \$20.00

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
*1150 N. Jefferson
Chicago, IL 60661*

INSTRUCTIONS OR RECORDER'S OFFICE BOX NUMBER