

# UNOFFICIAL COPY

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## ASSOCIATES FINANCIAL SERVICES

234 W. ROOSEVELT RD.  
VILLA PARK, IL 60181  
708-834-5824

## TRUST DEED

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made March 21, 1996, between Mary Jane Gaston,  
herein referred to as "Grantors", and Parliament Builders Inc.,

of 2745 W. 77th St. Chicago Illinois, herein referred to as "Trustee"; witnesseth:

THAT, WHEREAS the Grantors have promised to pay to Wolf Financial Resources, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of Twenty one thousand four hundred eighty two and 40/100 Dollars (\$ 21,482.40),

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 120 consecutive monthly installments, 120 at \$ 179.02, followed by N/A at \$ N/A, followed by N/A at \$ N/A, with the first installment beginning on

(Month & Day)

, 19 and the remaining installments continuing on 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 \$ 9939.00. The Contract has a Last Payment Date of , 19.

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 13 in the Subdivision of Lots 568 to 581, both inclusive and North half 1/2 of Lot 567 in Dickey Third Addition to Chicago, Section 2 Township 39 North Range 13, East of the Third Principal Meridian in Cook County, Illinois PIN # 16-02-417-012  
The property hereinabove 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 terms 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.

RECORDED MAY 1 1996

27.50

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## GRANTORS' CONDITIONS AND PROVISIONS

- Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical, electrical or other charges on claims for hire not expressly subordinated to the hire hereof; (3) pay when due any indebtedness which may be accrued by a hire or charge on the premises superior to the hire hereof, and upon request exhibit satisfactory evidence of the disbursement of such prior herein to Trustee or to Beneficiary; (4) complete within a reasonable time any building or building upon which all requirements of law or municipal ordinances now or at any time in process of erection upon said premises except as required by law or municipal ordinance of the use thereof; (6) make no material alterations in said premises except the cost of repairing the same or to pay in full the insurance companies situated against loss or damage by fire, lightning, or windstorm under policies providing for payment to the insurance companies situated on said premises of money's worth either to pay before any penalty attaches after charges, and other charges to be attached to each policy, and shall deliver all policies, including additional and renewal notices so as to cover any duplicate receiptes against the same or to be attached to loss or damage, to Trustee for the benefit of the Beneficiary, all in companies situated against loss or damage by fire, lightning, or windstorm under policies providing for payment to the insurance companies situated on said premises of money's worth either to pay before any penalty attaches after charges, and other charges to be attached to each policy, and shall deliver all policies, including additional and renewal notices so as to cover any duplicate receiptes against the same or to be attached to loss or damage, to Trustee for the benefit of the Beneficiary, and in case of misfortune about to expire, shall deliver renewall policies not less than ten days prior to the respective dates of expiration.
- Grantors shall keep all buildings and improvements now or hereafter situated on the premises which Grantor may desire to construct, any day or assessment date to receive receipts therefrom to prevent default hereunder Grantors shall pay in full under protest, in the manner provided by the standard mortgagee clause, in case of loss or damage, to Trustee for all policies, including additional and renewal notices to be attached to each policy, and shall deliver all policies, such rights to be evidenced under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, all in companies situated against loss or damage by fire, lightning, or windstorm under policies providing for payment to the insurance companies situated on said premises of money's worth either to pay before any penalty attaches after charges, and other charges to be attached to each policy, and shall deliver all policies, including additional and renewal notices so as to cover any duplicate receiptes against the same or to be attached to loss or damage, to Trustee for the benefit of the Beneficiary, and in case of misfortune about to expire, shall deliver renewall policies not less than ten days prior to the respective dates of expiration.
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- In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinbefore required of Grantors in any form and manner desired, except as follows:

  - so according to any bill, statement or estimate procured from the appraiser, and meter, when due or claim hereof.
  - Grantors shall pay each item of indebtedness hereby secured shall become due whether by acceleration or otherwise, in any sum to foreclose on items which may be paid in behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraisal fees, and expenses which may be paid in behalf of Trustee or Beneficiary in connection with the sale of all expenditures and expenses necessary to prosecute to final judgment proceedings to collect the same.
  - When the right to foreclose the lien hereof, in any suit to foreclose on items which may be allowed and included as additional costs and costs of collection, trustee's fees, attorney's fees, and expenses necessary to prosecute to final judgment proceedings to collect the same.

- Grantors shall pay each item of indebtedness hereby secured shall become due whether by acceleration or otherwise, in any suit to foreclose on items which may be paid in behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraisal fees, and expenses which may be paid in behalf of Trustee or Beneficiary in connection with the sale of all expenditures and expenses necessary to prosecute to final judgment proceedings to collect the same.
- The Trustee or Beneficiary may deem to be expedient to items to be paid in behalf of Trustee or Beneficiary in connection with the sale of all expenditures and expenses necessary to prosecute to final judgment proceedings to collect the same.
- When the right to foreclose the lien hereof, in any suit to foreclose on items which may be paid in behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraisal fees, and expenses which may be paid in behalf of Trustee or Beneficiary in connection with the sale of all expenditures and expenses necessary to prosecute to final judgment proceedings to collect the same.

7. When the right to foreclose the lien hereof, in any suit to foreclose on items which may be paid in behalf of Trustee or Beneficiary for attorney's fees, trustee's fees, appraisal fees, and expenses which may be paid in behalf of Trustee or Beneficiary in connection with the sale of all expenditures and expenses necessary to prosecute to final judgment proceedings to collect the same.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental to the premises shall be distributed and applied in the following order of priority: First, paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that mentioned by the Contract, with interest herein as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any expenses to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

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9. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead 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 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 or not, as well as during any further times when Grantors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, 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 income in his hands in payments in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto 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, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

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, the lien thereof, by proper instrument.

14. In case of the resignation, inability or refusal to act 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 Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include 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.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS,

SS.

County of Cook

"OFFICIAL SEAL"  
SANDRA BARBOSA  
Notary Public, State of Illinois  
My Commission Expires 12/1/99

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

CERTIFY THAT

Mary Jane Brooks Huston AKA Mary J. Huston  
\_\_\_\_\_  
who is personally known to me to be the same person ✓ whose name ✓ was \_\_\_\_\_  
✓ subscribed to the foregoing Instrument, appeared before me this day in person  
and acknowledged that she signed and delivered the said  
Instrument as her free and voluntary act, for the uses and  
purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of

, A.D. 19 \_\_\_\_\_

Sandra Barbosa  
Notary Public

This instrument was prepared by

Janet Shillibord 2115 Butterfield Rd. Oakbrook  
(Name) (Address)

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RECORDED'S OFFICE BOX NUMBER

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DR

INSTRUCTIONS

DE LIVRE

FOR RECORDS INDEX PURPOSES  
INSERET STREET ADDRESS OF ABOVE  
DESCRIBE PROPERTY HERE

Who \_\_\_\_\_ personally known to me and whom I selected the foregoing Assignment  
as President and Secretary, respectively, of the Corporation and whom I selected the  
same as their trustee and who will act as such officers in  
that they signed and delivered the same to the corporation for the uses and purposes herein set forth.  
the name of and on behalf of said Notarial Seal this \_\_\_\_\_ day of  
GIVEN under my hand and Notarial Seal this \_\_\_\_\_ A.D. 19\_\_\_\_\_.  
*John J. Sullivan*

ACKNOWLEDGMENT BY CORPORATION (SELLER)	
Notary Public [Signature]	
I, [Signature], Notary Public in the State of California, do hereby acknowledge and certify that the above instrument was acknowledged before me on this 1 <sup>st</sup> day of January, 2004, and that the signatures thereon were signed by the persons described therein.	
A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above instrument was acknowledged before me on this 1 <sup>st</sup> day of January, 2004, and that the signatures thereon were signed by the persons described therein.	
S.S.	

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.