

03484

9237 9709-80715
TRUST DEED

RETURN TO: CREDIT-FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made JULY 28, 1997, between VANCE G ROCKFORD AND VANITA D TUCKER ROCKFORD herein referred to as "Grantors", and

_____ of _____ Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors have promised to pay to ENERGY CRAFT WINDOW COMPANY, herein referred to as "Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of _____

TWO THOUSAND NINE HUNDRED SEVEN & 00/100 Dollars (\$ 2907.00),

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 36 consecutive monthly installments: 36 at \$ 80.75,

followed by _____ at \$ N/A, followed by _____ at \$ N/A, with the first installment beginning on

10-14, 1997 and the remaining installments continuing on the same day of each month thereafter until fully
(Month & Day)

paid. All of said payments being made payable at _____,

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 \$ 2300.00. The Contract has a Last Payment Date of

9-14 2000

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 OF COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 12 (EXCEPT THE NORTH 22 FEET THEREOF) AND THE NORTH 27 FEET OF LOT 13 IN BLOCK 1 IN ALBERTA PARK ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 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, 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.

S.Y
P.4
N.
M.Y
N.Y

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 of insolventy 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) Vance G. Rockford _____(SEAL)
VANCE G. ROCKFORD
_____(SEAL) Vanita D. Tucker Rockford _____(SEAL)
VANITA D. TUCKER ROCKFORD

STATE OF ILLINOIS,

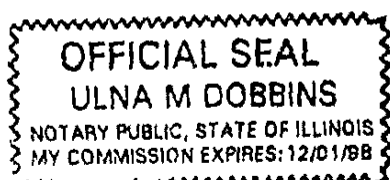
County of COOK

I, ULNA M. DOBBINS,
SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY
CERTIFY THAT

VANCE G. ROCKFORD AND
VANITA D. TUCKER ROCKFORD

who ARE personally known to me to be the same person whose name
ARE 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 28th day of
JULY, A.D. 19 97
Ulma M. Dobbins
Notary Public



This instrument was prepared by

FIRST CONSUMER CREDIT, L.L.C. 13747 MONTFORT DR, SUITE 115
DALLAS, TX 75240
(Name) (Address)

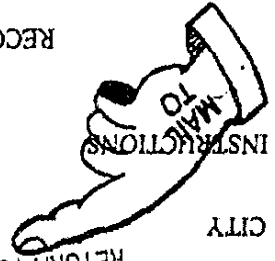
URN TO: CREDIT FACTS OF AMERICA
SUITE 120 (BOX 133)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

UNOFFICIAL COPY

4014

RECORDER'S OFFICE BOX NUMBER _____

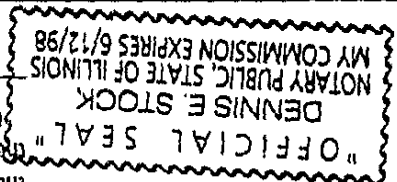
OR



RETURN TO: CREDIT FACTS OF AMERICA
SUITE 120 (BOX 1331)
530 WILLIAM PENN PLACE
PITTSBURGH, PA 15219-1811

NAME _____
STREET _____
CITY _____

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
2136 S. Cassamatta
Chicago, IL 60653



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. 1997

STATE OF ILLINOIS, County of DuPage
I, Dennis E. Stock, a 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 to be the same person whose name subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that signed and delivered the said Assignment as free and voluntary act, GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 1997

STATE OF ILLINOIS, County of _____
I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

By James R. Ruffini (Name and Title) _____ (the Secretary)
CORPORATE SELLER SIGN HERE
ENERGY CRAFT WINDOW COMPANY

ATTEST: [Signature]

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 FIRST CONSUMER CREDIT, L.L.C. day of August, 1997
ENERGY CRAFT WINDOW COMPANY (SEAL)
Dealer

ASSIGNMENT