

TRUST DEED

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THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made this May 10, 1974, between Das I. Hong and

Gloria Hong (his wife) herein referred to as "Grantors", and

Stanley J. Ginsburg of Elmhurst, Illinois, herein referred to as "Trustee", witnesseth:

THAT, WHEREAS the Grantors are justly indebted to Associates Financial Services Company, Inc., referred to as "Beneficiary", the legal holder of the Installment Note hereinafter described, in the sum of Eighteen thousand seven hundred thirty one and 00/100 Dollars, secured by one certain Installment Note of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Note the Grantors promise to pay the said sum in 83 consecutive monthly installments of \$ 223.00 each and a final installment of \$ 223.00 with the first installment beginning on June 10, 1974 (Month & Day) and the remaining installments continuing on the same day of each month thereafter until fully paid. All of said payments being made payable at 322 W. Main Street, Waukesha, Wisconsin or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.

NOW, THEREFORE, the Grantors to secure the payment of the said sum of money 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 into the Trustee, its successors and assigns, the following described Real Estate and all of their estate, rights, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The South 35 Feet of Lot 9 in Robey Ridge Blvd. Addition to Rogers Park, a Subdivision of that part of the Subdivision of Lot 3 in the Superior Court Partition of Lot 2 in Circuit Court, Partition of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 31, Township 41 North, Range 11, T8PM and that part of Lot 3 and 4 (except the South 20 Feet of said Lot 4) in Said Circuit Court partition lying West of Ridge Road as Widened in Cook County Illinois

which, with the property hereinafter described, is referred to herein as the "premises", TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Grantors may be entitled thereto (which are pledged primarily and on a parity with said real estate, and in any contingency, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, whether single units or centrally controlled), and ventilation, including without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and the Grantors do hereby agree that all similar apparatus, equipment or articles hereafter placed in the premises by the Grantors or their successors or assigns shall be considered as an integral part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the use 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 had been claimed by the Grantors, do hereby expressly release and waive.

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.

Das I. Hong (SEAL)  
Gloria Hong (SEAL)  
Robert V. Polenzani (SEAL)  
Notary Public in and for the County of Waukesha, State of Wisconsin

who are personally known to me to be the same persons whose names they appear before me this day in person and acknowledged that they said instrument as their free and voluntary act, for the uses and purposes therein and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 10th day of May

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1. (THE REVERSE SIDE OF THIS TRUST DEED)

1. 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 mechanical's 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 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 the 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; (7) pay when due all 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 Grantor may desire to contest.

2. 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 amounts 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.

3. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore 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, cancel 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 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 hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum, inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

4. Trustee or Beneficiary hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, or sale for a tax, lien or title or claim thereof.

5. 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 need of a demand, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable immediately in the case of default in making payment of any installment on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained.

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as a part of the expenses of the foreclosure, the costs of advertising and expenses which the lien holder's charges, publication costs and costs (which may be estimated as to items to be expended in the decree for sale all expenditures and expenses which the lien holder may be reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to this real estate, including guaranty policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be necessary to protect the interests of the Beneficiary or Trustee, and all other expenses which may be necessary or incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bond proceedings, and all other expenses which may be incurred by Trustee or Beneficiary in connection with any proceeding, including probate and bond proceedings, and all other expenses which may be incurred by Trustee or Beneficiary in connection with any proceeding, whether or not actually commenced, and all other expenses which may be incurred by Trustee or Beneficiary in connection with any proceeding, whether or not actually commenced, and all other expenses which may be incurred by Trustee or Beneficiary in connection with any proceeding, whether or not actually commenced.

7. 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 incident to the foreclosure proceedings, including a such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that provided for by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus, any surplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

8. Upon or at any time after the filing of a bill of foreclosure in any court in which such bill is filed, 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 true 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 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 judgment, 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 payment of the principal and interest on the note or to the lien hereof or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or by any special assessment or other lien which may be or become a lien on the premises, or 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.

9. 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 instituting same in an action at law upon the note hereby secured.

10. 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 or Beneficiary shall have no duty to examine the title, location, extension, 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.

11. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; said Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereof has been paid in full.

12. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds in any county in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the Beneficiary may appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

13. This Trust Deed and all provisions hereof shall extend to and be binding upon Grantors' heirs, assigns and 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 note on this Trust Deed. The term Beneficiary, as used herein shall mean and include any successors or assigns of Beneficiary.

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