

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Kathleen K. Olson  
RECORDED FOR RECORD

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## TRUST DEED

CTC /  
THIS INDENTURE made

IN THE ABOVE SPACE FOR RECORDER'S USE ONLY  
1974 between

CHENG H. LIN AND MEI H. LIN, his wife

herein referred to as "Mortgagors" and

CHICAGO TITLE AND TRUST COMPANY

an Illinois corporation, doing business in Chicago, Illinois herein referred to as "TRUSTEE", witnesseth

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described

said legal holder or holders being herein referred to as Holders of the Note in the principal sum of

FOORTY THREE THOUSAND DOLLARS HUNDRED AND 00/100— Dollars evidenced by one certain Indenture Note of the Mortgagors of even date herewith made payable to THE ORDER OF XXXXXX

WORTH BANK AND TRUST and delivered, in and in which said Note the Mortgagors promise to pay the said principal sum and interest

from June 29, 1974 on the balance of principal remaining from time to time unpaid at the rate

of 7.0% per cent per annum in instalments (including principal and interest) as follows

Three Hundred Thirty One and 32/100 plus 1/12th of the annual real

estate taxes and any special assessments

Dollars on the 15th day

of August 1974 and Three Hundred Thirty One and 32/100— Dollars plus XX

the 15th day of each month thereafter until said note is fully paid except that the final

payment of principal and interest, if not sooner paid, shall be due on the 15th day of July 1999

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal

balance and the remainder to principal, provided that the principal of each instalment unless paid when due shall bear interest at

the rate of maximum by law per annum, and all of said principal and interest being made payable at such banking house or trust

company in Worth Illinois, as the holders of the note may from time to time in writing

appoint, and in absence of such appointment, then at the office of Worth Bank and Trust

in said XXXX Village

NOW, THEREFORE, the Mortgagors do witness the payment of the said principal sum of money and said interest in accordance with the terms provisions

and stipulations of this deed, the performance of the covenants and conditions herein contained, by the Mortgagors to be performed and in

consideration of the sum of One Dollar in hand paid, the term whereof is hereby limited as follows CONVEY and WARRANT unto the

Trustee its successors and assigns, the following described Real Estate and all of their estates, right, title and interest therein, where, by and being in the

COUNTY OF COOK AND STATE OF ILLINOIS.

To wit

Lot 1 in the Second Addition to Austin View, a subdivision of  
part of the East half of the Southwest quarter of Section 29,  
Township 37 North, Range 13, East of the Third Principal  
Meridian, in Cook County, Illinois

500

which, with the property hereinafter described, is referred to herein as the "premises".  
Title to all of the land, improvements, fixtures and appurtenances thereto belonging, and all rents, issues and profits therefrom, during

time and during all such times as Mortgagors may be entitled thereto which are divided primarily and on a parity with said real estate and not secondary,

and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigerators (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), systems, window shades, storm doors and

windows, floor coverings, indoor 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 it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors

or assigns shall be deemed a part of the real estate and subject to the same rights and benefits as the original property.

TO HAVE AND TO HOLD the premises unto the said Trustees, its successors and assigns, forever, for the purpose, 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

Mortgagors 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 mortgagors, their heirs,

successors and assigns.

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

CHENG H. LIN \_\_\_\_\_ [ NRAL ] MET H. LIN \_\_\_\_\_ [ NRAL ]

\_\_\_\_\_  
[ NRAL ]

STATE OF ILLINOIS, }  
County of Cook, }  
\_\_\_\_\_  
} ss.  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
CHENG H. LIN AND MEI H. LIN, his wife

who are personally known to me to be the same person as whose name are subscribed to the foregoing  
Instrument, appeared before me this day in person and acknowledged that they signed, sealed 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 29th day of June 1974.

Leis Fleming Notary Public

Notarial Seal:

Form 807 R 1974 Trust Deed, Indiv., Instal.-incl. Int.

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# UNOFFICIAL COPY

Page 2

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

Mortgagors shall (1) promptly repair, restore, or rebuild any buildings or improvements which may be damaged or destroyed by fire, lightning, or other causes of damage, the same of which may be certified and submitted to the holder hereof; (2) pay who due any indebtedness which may be secured by a lien or charge on the premises superior to the lien of and upon request exhibit satisfactory evidence of the discharge of such prior liens or trusts, or to holders of the note; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make reasonable alterations and repairs except as required by law or municipal ordinance.

In case of default hereunder, Mortgagors shall bear any penalties, interest, late charges, special assessments, charges, service charges, and other charges against the premises, which shall be paid to holders of the note, and shall remain with equal liability to holders of the note, except that for so-called default hereunder Mortgagors shall pay in full under protest in the manner provided by statute any tax or assessment which Mortgagors may desire to contest.

Mortgagors shall keep all buildings and improvements on the premises unoccupied by lessees, tenants or otherwise, except as may be necessary to pay in full the indebtedness secured hereby, all expenses satisfactory to the holders of the note under insurance policies payable in case of damage, in Trustee for the benefit of the holders of the note, such rights to be exercised by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holders of the note and in case of insurance about to expire shall deliver renewal policies.

In case of default hereunder, Trustee or holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest or prior assessments if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title claim theretofore or herefrom from any tax or other lien or taxes affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorney's fees and any other expenses advanced by Trustee or holders of the note to protect the mortgaged premises and to collect the same, shall be a debt due and payable to Trustee or holders of the note, for each action herefor concerning which action herein authorized may be taken shall be in such amount as the holders of the note may determine to be reasonably necessary to effectuate the purpose of this trust deed, and payable without interest and with interest thereon at the rate of maximum by law or minimum fixation of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

The Trustee or the holders of the note, hereby warrant, making any payment hereon, relating to taxes or assessments, may do so according to the best information available to him, and may estimate from the best information available to him the accuracy of such bill, statement or estimate or take the same on his statement, sole, forfeiture, to the best of his claim hereof.

Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holder or holders of the note and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in this instrument to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the same or, in any suit to foreclose the same 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 Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, costs of sale, costs of collection, and expert witness, stenographer, messenger, and other expenses which may be incurred in the conduct of the sale after entry of the decree, and all other expenses which may be incurred in the conduct of the sale and expenses with respect thereto. The Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence in holders of any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, together with any additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of maximum by law or minimum fixation of Trustee or holders of the note, for each proceeding, including proceedings and judgments, proceedings in which one or more of them shall be a party, and all expenses, claims, costs, and expenses of the indebtedness hereby secured in the preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or in the prosecution for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

If any proceeds of any sale of the note, or of any decree, shall be distributed and applied in the following order of priority, first, an amount of all costs and expenses incurred in the foreclosing process, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured note value, additional to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the note, fourth, all surplus to Mortgagors, their legal representatives or assigns, as their rights may appear.

Upon or at any time after the filing of a bill of sale of this trust deed, the court in which such bill is filed may appoint a receiver of and possess such appointment may be made either before or after sale, without regard to the solvent or insolvent condition of Mortgagors at the time of application for such receiver and without regard to the then value of the property or whether the same shall be then or since 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 deficiency, during a full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagors except for the non-renewal of such receiver, would be entitled to collect such rents, issues and profits, and to receive the net income of the same, and to apply the same to the payment of the principal and interest of the note and the costs and expenses of the sale 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 in whole or in part of (1) the indebtedness secured hereby, by any decree foreclosing the same or a foreclosure sale (2) the deficiency in case of a sale and deficiency.

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

Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to exercise any power herein given unless expressly so directed by the original trustee, and in case of any action or proceeding for recovery of damages for negligence or misconduct on the part of the agents or employees of Trustee, it shall not require indemnity satisfied by it before exercising any power herein given.

Trustee shall release this trust deed and the lien thereon by proper presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept or file without inquiry. Where a release is required of a successor trustee, such successor trustee may accept as the note herein described, and shall be liable for the same, the signature of the original trustee, and the date of the note, and the name of the original trustee, and the description herein contained of the note and which purports to be executed by the persons herein designated, as the note is thereby, and where the release is required of the original trustee and it has never placed its identification number on the note described herein, may accept as the note herein described any note which may be presented and which conforms in substance with the description herein contained of the note, and which purports to be executed by the persons herein designated as makers thereof.

If Trustee may require payment in writing, filed in the office of the Recorder or Register of Titles in which the instrument shall have been recorded, of the amount of the indebtedness, or a portion of it, or of refusal to act as Trustee, the then Recorder or Register of Titles in which the premises are situated shall be successor in Trust. Any successor in Trust hereunder shall have the identical title, powers and authority as are given to Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

In this Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" which more than one note is used.

### IMPORTANT

THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY BEFORE THE TRUST DEED IS FILED FOR RECORD

MAIL TO: WORTH BANK AND TRUST  
6825 W. 111th St.  
Worth, Ill. 60482.

PLACE IN RECORDER'S OFFICE BOX NUMBER 533

Identification No. ....  
CHICAGO TITLE AND TRUST COMPANY,  
By ...   
Trustee.

FOR ACCURACY INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

6055 W. 129th St.  
Palos Heights, Ill.

END OF RECORDED DOCUMENT