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This Indenture, made at Chicago, Illinois, this 14th day of August, 1972, by and between, Shee Yee Lee and Jenny Lee, his wife, of Chicago, Cook County, Illinois

hereinafter sometimes called the Grantor(s), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, duly authorized to accept and execute trusts, and having its principal office in Chicago, Cook County, Illinois, as Trustee, hereinafter sometimes called the Trustee,

Witnesseth:

Whereas, the said Shee Yee Lee and Jenny Lee, his wife

hereinafter called the Maker(s), are justly indebted to the legal holder of that certain principal promissory note, the identity of which is evidenced by the certificate thereon of the Trustee, bearing even date herewith, payable to bearer, and delivered, which note is for the sum of -----THIRTY THOUSAND AND NO/100ths-----Dollars (\$ 30,000.00) and is due and payable as follows: In installments as provided in said note, with final payment of principal and interest due, if not sooner paid on January 1, 19 98.

To further secure the obligation, the Grantors agree to deposit with the Trustee, or noteholder, on the first day of each month commencing February 1, 19 73, until the indebtedness hereby secured shall have been fully paid, an amount equal to one-twelfth of the annual real estate taxes, special assessment levies and property insurance premiums. Said sums shall be held by the Trustee, or noteholder, without any allowance of interest, for application toward payment of taxes, special assessment levies and insurance premiums when due, but the Trustee, or noteholder, shall be under no obligation to ascertain the correctness of or to obtain the tax, special assessment levies or insurance bills, or attend to the payment thereof except upon presentation of such bills. The Grantors further agree to deposit within 10 days after receipt of demand therefor any deficiency in the aggregate of such monthly deposits in the event the tax, special assessment levies or insurance bills when issued shall be in excess thereof. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. In event of a default in any of the provisions contained in this trust deed or in the note secured hereby, the holder of the note may at its option, without being required to do so, apply any moneys at the time on deposit on any of Grantor's obligations herein or in the note contained in such order and manner as the holder of the note may elect. When the indebtedness secured has been fully paid, any remaining deposits shall be paid to Grantor or to the then owners of the mortgaged premises.

The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.

Whereas, said note bears interest from January 1, 1973 until maturity payable as provided in said note on the principal amount thereon from time to time unpaid, with interest on all payments of principal and interest after maturity (whether said note shall mature by lapse of time or by acceleration, as therein and hereinafter provided) at the rate of eight per cent (8%) annually until paid, all of which principal and interest is payable in lawful money of the United States of America at the office of the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, or at such place as the legal holder thereof may from time to time appoint in writing.

Now, Therefore, for the purpose of securing the payment of the principal of and interest on the note and the performance of the covenants and agreements herein contained to be performed by the Grantor(s), and in further consideration of the sum of one dollar (\$1.00) in hand paid, the Grantor(s) hereby convey(s) and warrant(s) unto the Trustee the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot 5 in Block 5 in Archer's Addition to Chicago in Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

together with all and singular the tenements, hereditaments, easements, privileges, appendages and appurtenances thereunto belonging or in anywise appertaining, all buildings and improvements now located thereon or which may hereafter be placed thereon, the rents, issues and profits thereof (which are hereby expressly assigned to the Trustee), and all apparatus and fixtures of every kind and nature whatsoever, including, but without limiting the generality of the foregoing, all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, air, power, water, ventilation, air conditioning, or refrigeration (whether single units or centrally controlled), all screens, screen doors, storm windows, storm doors, shades, awnings, gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, motors, sinks, bathtubs, carpets, floor coverings, window shades, drapes, furnaces, stokers, pumps and all other apparatus and equipment, including inventory equipment, in, or that may be placed in, any building or improvement now or hereafter standing on said land, it being expressly understood and agreed by the parties hereto that all of the foregoing items of property (and all substitutions therefor or additions thereto) are necessary, indispensable and especially adapted and appropriate to the use and operation of said premises and constitute an integral part of said real estate, and that all of the same are hereby conveyed, assigned and pledged, or intended so to be, and shall be deemed and treated for all purposes of this instrument as real estate and not as personal property. (All of these items of property, together with said real estate and the buildings and improvements thereon, are hereinafter referred to herein as the "premises" or the "mortgaged property.")

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COOK COUNTY OFFICE

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On Here and On Hold the mortgaged premises and property unto the Trustee, its successor or successors in trust and assigns forever, for the purposes, uses, and trusts herein set forth, hereby releasing and waiving all rights of the Grantor(s) under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

In consideration of the premises and for the better securing of the payment of said principal sum, interest, and of all other indebtedness hereby secured, the said Grantor(s) and the Maker(s) hereby covenant(s) and agree(s) to and with the Trustee, for the use of the legal holder of said note, as follows:

To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; to pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon said premises or any part thereof, and, upon demand by the Trustee, or noteholder, to exhibit receipts therefor; to pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the real estate described herein is situated, all water charges against said premises, and, upon demand by the Trustee, or the noteholder, to exhibit receipts therefor; not to allow any building erected on said premises to remain unfinished, nor do, nor permit to be done upon said premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument; and in case of the failure of the Grantor(s) to pay taxes, water charges, or special assessments, or to keep the mortgaged property in good repair and in a completed condition free from any liens thereon, then the Trustee or the legal holder of the note may pay such taxes, water charges, or special assessments, or redeem said premises from any tax sale, or discharge or purchase any tax claims or other liens thereon, or make repairs on any part of the mortgaged property, or complete any unfinished building on said premises, or pay out any other sum or sums necessary for the protection, enforcement, or collection of this security, and any and all moneys paid for any such purpose, with interest thereon from the respective dates of payment at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured hereby, and shall be included in any decree of foreclosure hereof, and shall be paid out of the rents and proceeds of sale of said premises if not otherwise paid by said Grantor(s); and it shall not be obligatory, in advancing or disbursing moneys for any purpose above authorized, to inquire into the validity of any claim or lien for which such disbursement is made. Nothing herein contained shall be construed as requiring the Trustee or noteholder to advance or expend moneys for any of the aforesaid purposes. The Grantor(s) shall not be required to pay any tax or assessment deemed excessive or invalid so long as the Grantor(s) shall, in good faith, object to or otherwise contest the validity of the same by appropriate legal proceedings which shall operate to prevent the collection of any such tax or assessment, or the sale of any part of said premises to satisfy the same, provided, always that prior to the institution of any such legal proceedings the Grantor(s) shall, upon demand by the Trustee or noteholder, deposit a protection and indemnity against loss or damage resulting therefrom, deposit either in cash or securities acceptable to the Trustee or noteholder an amount sufficient in its judgment to cover the unpaid or protested portion of any such tax or special assessment, together with any costs and penalties thereon which may thereafter accrue. During the pendency of such legal proceedings neither the Trustee nor noteholder shall have a right to pay any tax or assessment so contested unless (1) the Grantor(s) shall fail, in the judgment of the Trustee or noteholder, to prosecute such proceeding with reasonable diligence, (2) a tax receiver shall be appointed for said premises, or (3) said premises shall be advertised for sale for nonpayment of any such taxes or assessments. In any one of which events the Trustee or noteholder shall have the right to make such payment; and to the end aforesaid, during the pendency of such proceedings, and upon the termination of the same and the overruling or sustaining of such objections or protests, in whole or in part, the Trustee or noteholder is hereby given full power and authority, without notice to the Grantor(s), to use and apply so much of said cash or securities as may be necessary, in its sole judgment and discretion, to pay any balance owing and unpaid upon any taxes or assessments so contested, together with interest, penalties, and costs, and the Grantor(s) hereby covenant(s) to make such additional deposits as the Trustee and the noteholder from time to time may deem necessary in order that the Trustee shall at all times have on deposit a sufficient amount to protect it against any loss or damage as aforesaid.

It is further made an express condition and covenant hereof, that, until full payment of the Indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and that neither said Grantor(s) nor any other person shall have any right or power to do any act or thing whereby any mechanic's lien under the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived, as against this trust deed, and that the lien of this trust deed shall extend to any and all improvements, fixtures, now or hereafter on said premises, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that after the filing of this instrument for record in the office of the Recorder or Registrar of Titles of the County in which the mortgaged property is situated, subsequently accruing claims for lien shall take care of this encumbrance, rather than that this encumbrance shall take care of subsequently accruing claims, and all contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

As additional security for the payment of the aforesaid indebtedness, the Grantor(s) covenant(s) and agree(s) to keep all buildings and fixtures that may be upon the said premises at any time during the continuance of said indebtedness, insured against loss or damage by fire with extended coverage endorsement for the full insurable value of said buildings and fixtures; in addition thereto, to carry liability, steam boiler, riot and civil commotion, plate glass, and sun and oil or insurance including war damage insurance, if available, in such amounts as shall be adequate to protect the mortgaged property, all reasonable insurance companies to be approved by the Trustee or noteholder; to make all sums recoverable upon such policies payable to the Trustee for the benefit of the noteholder by the usual mortgage or trustee clause to be attached to such policies; and all such policies shall be deposited with the Trustee or noteholder. Any renewal policies shall be deposited with the Trustee or noteholder not less than 10 days before the expiration date of the prior policy being renewed or replaced. In case of failure of the Grantor(s) to insure or renew insurance as above provided, then the Trustee or the noteholder may procure such insurance for a term not to exceed five (5) years, and all moneys paid therefor, with interest at the rate of eight per cent (8%) annually shall be so much additional indebtedness secured hereby, and may be included in any decree of foreclosure hereof; but it shall not be obligatory upon the Trustee or the noteholder to advance moneys or to pay for any such insurance. If the Grantor(s) take out any policy of insurance, any loss thereunder shall be deemed payable to the Trustee although not so declared in said policies; and the Trustee is hereby authorized and empowered to collect the same, with or without suit, and give receipts therefor.

The Trustee or noteholder is hereby empowered to adjust, collect, and on promise, in its discretion, all claims under such policies, and to execute and deliver, on behalf of the insured, all necessary proofs of loss, receipts, releases, and other papers; and all insurance money recovered shall be forthwith applied by the Trustee, as it, or the legal holder of said principal note, may elect, to the immediate reduction of the indebtedness secured hereby, or to the rebuilding or restoration of the buildings and fixtures damaged or destroyed; and it is expressly covenanted and agreed that in the latter case, the Grantor(s) shall, within fifteen (15) days after receipt of written notice of such election, give security satisfactory to the Trustee or noteholder for the complete rebuilding or restoration of said buildings and fixtures within a reasonable time, in accordance with plans and specifications to be approved by and deposited with said Trustee or noteholder and for payment of a reasonable compensation to said Trustee, whereupon such insurance money shall be applied, under architect's certificates, contractor's orders, or other evidence satisfactory to the Trustee, or noteholder, as the work shall progress. And if the Grantor(s) shall fail to give security, as above provided, then such insurance money shall be forthwith applied by the Trustee or noteholder as it, or the noteholder, may elect, to the immediate reduction of the indebtedness secured hereby, or to the restoration of said buildings and fixtures under the supervision of the Trustee, and all moneys, in excess of the insurance money, paid by the Trustee or by the noteholder for the purpose of such restoration, with interest thereon from the respective dates of payment thereof at the rate of eight per cent (8%) annually, shall become so much additional indebtedness secured by this trust deed and shall be included in any decree of foreclosure hereof.

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Trustee is hereby empowered to collect and receive, for the benefit of the holder of said principal note, all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Trustee, as it, or the noteholder may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, upon the same conditions and with the same effect as provided in the last preceding paragraph with reference to the application of insurance moneys recovered by the Trustee.

It is further covenanted and agreed that, in case of default in making payment of said note, or any installment due in accordance with the terms thereof, either of principal or interest, or of any breach by the Grantor(s) of any of the covenants or agreements herein, then the whole of the Indebtedness hereby secured, including the principal sum and all accrued interest thereon, shall at once, at the option of the Trustee or the legal holder of said principal note, become immediately due and payable, without notice to the Grantor(s), with the effect as if the same had then matured by express terms.

Upon any such breach the Grantor(s) hereby waive(s) all right to the possession, income, and rents of said premises, and thereupon it shall be lawful for the Trustee or noteholder, and the Trustee or noteholder, and each or either of them, is hereby expressly authorized and empowered to enter into and upon and take possession of the premises hereby conveyed, to lease the same, collect and receive all the rents, issues, and profits thereof, and apply the same, less the necessary expenses for collection thereof, for the care, operation, and preservation of said premises, including the payment of Trustee's fees, insurance premiums, costs of operation of said premises, taxes, assessments, interest, penalties and water charges, or at the election of the Trustee or noteholder, in its or his sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the legal holder of said principal note, or the Trustee for his benefit, shall have the right to immediately foreclose this trust deed, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Grantor(s), or to any party claiming under said Grantor(s), and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the then value of said premises or whether the same shall then be occupied, in whole or in part, as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceeding, appoint a receiver for the benefit of the holder of the indebtedness secured hereby, with power to take possession, charge, and control of said premises, to lease the same, to keep the buildings

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RIDER ATTACHED TO AND EXPRESSLY MADE A
PART OF THAT CERTAIN TRUST DEED DATED
AUGUST 14, 1972

EXECUTED BY SHEE YEE LEE AND
JENNY LEE, HIS WIFE

Mortgagors do further covenant and agree that they will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the mortgagee or its assigns, and further that in the event of any such transfer by the mortgagors without the advance written consent of the mortgagee or its assigns, the mortgagee or its assigns may, in its or their sole discretion, and without notice to the mortgagor, declare the whole of the debt hereby secured immediately due and payable.

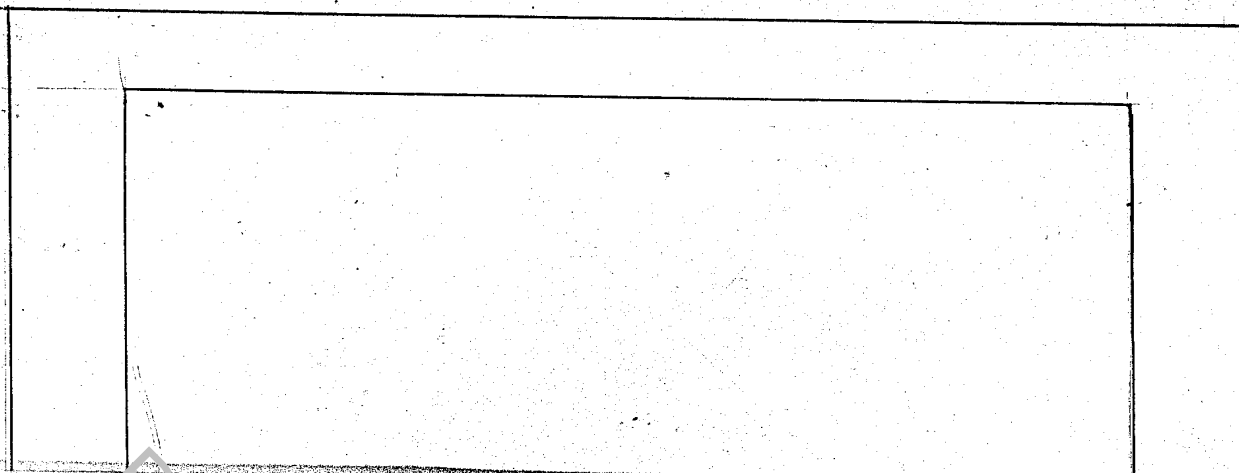
Shee Yee Lee
Shee Yee Lee

Jenny Lee
Jenny Lee

22 335 849

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Property of Clerk's Office



2335849

LOAN No. 20260

Trust Deed

SHEE YEE LEE and

JENNY LEE, his wife

To

**Continental Illinois National Bank
and Trust Company of Chicago
As trustee**

Box 202

**C. J. HARMON
Real Estate Dept.**

**Continental Illinois National Bank
and Trust Company of Chicago
CHICAGO, ILLINOIS**

ADDRESS OF PROPERTY:
339 West 23rd Place
Chicago, Illinois 60616

5-08-085 8.7/91

Register No. 9514

Chicago, Illinois, May 22, 1973

The principal note described in within trust deed has this day been identified by the undersigned by an endorsement thereon.

**Continental Illinois National Bank
and Trust Company of Chicago
As Trustee,**

By William J. Kelly *ck*
Trust Officer

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

MAY 23 12 27 PM 1973

END OF RECORDED DOCUMENT