

TRUST DEED

26586437

LOAN NO.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 28 19 83, between William W. Moy & Susan Wong  
 County of Cook and State of Illinois, herein referred to as "Mortgagors", and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association, its successors and assigns, herein referred to as "Trustee", witnesseth: THAT, WHEREAS, the Mortgagors are indebted to the legal holder of the Note hereinafter described in the principal sum of EIGHTY THREE THOUSAND FOUR HUNDRED THIRTY SEVEN AND 08/100- (\$83,437.08) Dollars, evidenced by the said Note of the Mortgagors identified by the above loan number, made payable to Exchange National Bank of Chicago and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum as provided therein from time to time until said Note is fully paid, provided that upon default in the prompt payment of any instalment all remaining instalments shall become due and payable and shall bear interest pursuant to the terms of the note and all of said principal and interest being made payable at the Banking House of Exchange National Bank of Chicago in Chicago, Illinois, unless and until otherwise designated by the legal holder of said note.

NOW, THEREFORE, the Mortgagors to secure the payment of the aforesaid indebtedness, the performance by the Mortgagors of the covenants and agreements herein contained, and any or all other obligations and liabilities of the Mortgagors, howsoever created, arising or evidenced, whether now or hereafter existing, whether direct or indirect, absolute or contingent and whether several, joint or joint and several, do by these presents convey and warrant on to the trustee, its successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situated in the County of Cook, State of Illinois, to wit:

The North 30 Feet of Lot 18, in Block 9, in W.F. Kaiser and Company's Arcadia Terrace, being a Subdivision of the North 1/2 of the South East 1/4 (except the West 33 Feet Thereof), and the South East 1/4 of the South East 1/4 of Section 1, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

which, with the property hereinafter described, is referred to as the "premises."  
 TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto and thereon belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee shall be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily).  
 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 Mortgagors do hereby expressly release and waive.

"This Instrument Was Prepared By"  
 Alvin Heligot  
 Exchange National Bank  
 130 South La Salle Street  
 Chicago, Illinois 60603

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This trust deed consists of two pages. The covenants, conditions and provisions appearing on 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 and seal of Mortgagors on the date first above written.

X William W. Moy (SEAL) X Susan Wong (SEAL)  
 William W. Moy Susan Wong

10.00 (SEAL)

STATE OF ILLINOIS }  
 COUNTY OF }

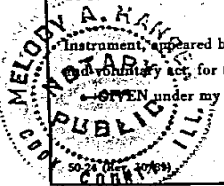
I, MELODY HANSEN

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person whose name subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said Instrument as free

and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 18th day of April A.D., 1983



Melody A. Hansen  
 Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS TRUST DEED:

- Mortgagors 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 mechanic's or 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 holders of the note; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and not suffer or permit any buildings on the premises to be dismantled by reason of or change in the use for which the premises were being used as of the date of this Trust Deed; (6) the acquisition of any apparatus, fixtures or equipment used in the operation of the premises under any arrangement whereunder title thereto is not held by Mortgagors; (7) not suffer or permit, without consent of the Trustee or the holders of the note, any alteration or change in the status, fixtures or equipment thereon or appurtenant thereto, or, if Mortgagor be a corporation or the trustee of a trust, of any of the shares of such corporation or of any of the beneficial interests in such trust.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special 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 holders of the note duplicate receipts therefor. To prevent 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 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 compliance satisfactory to the holders of the note, under insurances, policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the 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 on prior encumbrances, if any, and purchase, discharge, compromise 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 the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon pursuant to the terms of the note. Inaction 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 secured making any payment hereof, such as 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, and such payment shall not constitute an admission or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 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 holders of the note, and without case of default in making payment of any installment on the Note, or in the payment or any other indebtedness, obligations or liabilities secured hereby, or (b) immediately in the 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 lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all dependent charges and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, notary public's charges, publications costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to the court 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 shall become a part of the indebtedness secured hereby and immediately due and payable, with interest thereon pursuant to the terms of the Note, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of the suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- 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 additional to that evidenced by the note, with interest thereon as herein provided; second, all other items which under the terms hereof constitute secured indebtedness additional to that assigned, as their rights may appear.
- 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 Mortgagors 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 power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit 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 when Mortgagors, except for the intervention of such receiver, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, 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 payment 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.
- 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 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, nor shall Trustee be obligated to record this trust deed or to exercise any power herein granted unless expressly obligated by the terms hereof, but shall be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and shall require indemnities satisfactory to it before exercising any power herein given.
- 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, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing it, and indebtedness hereby secured has been paid, which representation in Trustee may accept as true without inquiry. Where a release is requested of the original or a successor trustee, such trustee may accept as the genuine note herein described any note which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds, of the county 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 herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors.
- The word "Mortgagors" when used herein shall include all persons liable for the payment of the indebtedness described on the reverse side hereof, including any and all guarantors of said indebtedness, and shall also include any and all parties granting a security interest as security for the payment of said indebtedness, whether or not such parties shall have executed the Note or this Trust Deed.

26586437

DELIVERY INSTRUCTIONS

EXCHANGE NATIONAL BANK OF CHICAGO  
 130 South La Salle Street  
 Chicago, Illinois 60603  
 ATTN: JON L. KHILE

STREET ADDRESS OF PROPERTY DESCRIBED HEREIN  
 5804 N. Fairfield  
 Chicago, Illinois (Cook)

RECORDERS OFFICE BOX No. 80