

TRUST DEED

26586438

LOAN NO.

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 23 1983, between Alfred Moy & Wendy Moy, his wife
 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 or holders 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 herein 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 be 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 evi-
 denced, 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:

Lot 27 in Block 2 in A. Crane's Subdivision
 of the North 1/2 of Block 5 in Canal Trustee's
 Subdivision in Section 33, Township 39 North
 Range 14, East of the Third Principal Meridian,
 in Cook County, Illinois.

COOK COUNTY CLERK'S OFFICE
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which, with the property hereinafter described, is referred to herein 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 Mortgagors may 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.

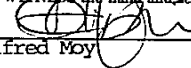
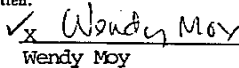
"This Instrument Was Prepared By"
 Alvin Heligot
 Exchange National Bank
 130 South La Salle Street
 Chicago, Illinois 60603

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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  (SEAL) X  (SEAL)
 Alfred Moy Wendy Moy

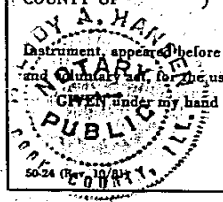
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 10.00 (SEAL)

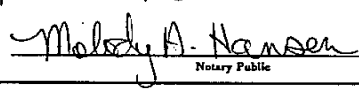
STATE OF ILLINOIS } ss
 COUNTY OF COOK }

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 duly authorized 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

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

1. 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 liens to Trustee or to holders of the note; (4) complete within a reasonable time any building or 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 violation of use of or any nuisance to exist upon the premises; (6) make no material alterations in said premises except as required by law or municipal ordinance; (7) not suffer or permit the value of the premises to be diminished by reason of any action or inaction on the part of Mortgagors; (8) not suffer or permit, without consent of the Trustee or the holders of the note hereby secured (the "Note") first obtained, (a) any discontinuance of or change in the use for which the premises were being used as of the date of this Trust Deed, (b) 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, or (c) any sale, transfer or assignment of any right, title or interest in or to the premises or of any of the improvements, apparatus, fixtures or equipment thereon or appurtenant thereto, or, if Mortgagor is a corporation or the trustee of a trust, of any of the shares of such corporation or of any of the beneficial interest in such trust.
2. 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 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.
3. 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 insurance 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 renewal policies, to holder 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.
4. 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 or incurred in connection therewith, including attorney's fees, and any other money 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, and in the payment or any other indebtedness, obligations or liabilities secured hereby, or (b) when default shall occur and continue for any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the note hereby secured making any payment hereunder 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, sale, forfeiture, tax lien or title claim thereof.
6. 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 notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary in this Trust Deed to the contrary, become due and payable (a) immediately in the three days in the performance of any other agreement of the Mortgagors herein contained.
7. 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 expenditures 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, appraiser's charges, publications costs and costs (which may be estimated as to Trustee or holders of the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional 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 any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. 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 all 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
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 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 all 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 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 for the 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.
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 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.
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 its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof 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 that all indebtedness hereby secured has been paid, which representation in Trustee may accept as true without inquiry. Where a release is required of the original or a successor trustee, such trustee, as well as the maker thereof, shall be bound to execute the same as the makers thereof.
14. 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, liability and powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors.
16. 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.

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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
 3153 S. Normal
 Chicago, Illinois (Cook)

RECORDERS OFFICE BOX No. 80