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TRUST DEED

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Sidney R. Olson
RECORDER OF DEEDS

691540

CTTC 1

1983 SEP -2 PM 1:40

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

② 69-07-3520

THIS INSTRUMENT, made August 31, 1983 between TSIU YEAN LUM and EVA YEE HO LUM, his wife, of 5527 N. Long Avenue, Chicago, Illinois 60630

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 principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

ONE HUNDRED FIFTY THOUSAND AND NO/100S (\$150,000.00) DOLLARS, evidenced by one certain principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER CARL DECANINI and KATHRYN DECANINI, his wife, and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on or before 9/1/88 with interest thereon from the date hereof until maturity at the rate of Twelve per cent per annum, payable semi-annually on the 1st day of each and of month in each year; all of said principal and interest bearing interest after maturity at the rate of Eighteen per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Metro. Chicago, 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 CARL DECANINI, 508 Leonard, Park Ridge, Illinois 60068 in said City,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors 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 unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lots 1 and 2 (except the South 16 feet thereof) in Butler's Subdivision of Lot 4 in Kay's Subdivision of the South West Fractional 1/4 of Section 4, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

13.00

13-04-306-001
13-04-306-024

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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) 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, in-door 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 considered as constituting 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 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.

TSIU YEAN LUM [SEAL] *EVA YEE HO LUM* [SEAL]
TSIU YEAN LUM [SEAL] EVA YEE HO LUM [SEAL]

STATE OF ILLINOIS
County of Cook

John R. Skittone
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
TSIU YEAN LUM and EVA YEE HO LUM, his wife

who are personally known to me to be the same person S whose name S 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 31st day of August, 19 83.
John R. Skittone Notary Public

26 762 116

BOX 533

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

- Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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; (c) 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; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- 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. In case of default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may be liable to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm (and flood damage, where the lender is required by law to have its loan so insured) 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 the name of the principal note or in this Trust Deed 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 the 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.
- 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 in any manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior or subsequent mortgages, if any, and prepay, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale incurred in connection therewith, including attorneys' fees, and any other money advanced by Trustee or the holders of the note to protect the mortgage 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 at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. The 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 hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate of the principal note, or 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 forfeiture, tax or claim thereon.
- 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 principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur and continue for three days in the event of non-payment.
- 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 fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such additional evidence of title, title searches and examinations, title insurance 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 bidders at 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 so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, 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 security hereof, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or 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 principal note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, 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 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 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 to the protection, possession, control, management and in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or by 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; (b) 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 interposing 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 obligated to record the trust deed or to exercise the 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.
- 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 the maturity of the principal note, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured by which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as genuine any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the person herein designated as the maker thereof, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as 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 or 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 to Trustee.
- 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 may be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

A Rider of three (3) pages containing Paragraphs 17 through 25 is attached to this Trust Deed and forms a part hereof. The terms of said Rider are incorporated herein by reference the same as if the terms thereof were to be fully restated herein.

<p>IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>	<p>Identification No. 691540 CHICAGO TITLE AND TRUST COMPANY, Trustee. By <i>[Signature]</i> Assistant Secretary Assistant Vice President</p>
<p><input checked="" type="checkbox"/> MAIL TO: AND PREPARED BY: John T. Huntington Suite 101 210 W. 22nd Street Oak Brook, Illinois 60521</p> <p><input type="checkbox"/> PLACE IN RECORDER'S OFFICE BOX NUMBER</p>	<p>FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE</p> <p>5719-5731 N. Central Ave. Chicago, Illinois 60630</p>

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RIDER ATTACHED TO AND FORMING A PART OF A TRUST DEED DATED AUGUST 31, 1983 FROM TSID YEAN LUM AND EVA YEE HO LUM, HIS WIFE, AS MORTGAGOR, TO THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE.

17. The indebtedness secured by this Trust Deed is additionally secured by an Assignment of Rents and Leases, of even date herewith, whereby the Mortgagor assigns, transfers and sets over unto the Note Holder all of the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use and occupancy of all or any part of the mortgaged premises.

18. The undersigned represent and agree that the loan secured by this Trust Deed is a business loan within the purview of the laws and regulations of the State of Illinois and of the United States and is transacted solely for the business purposes of the undersigned and for their investment or profit, as contemplated by such laws and regulations.

19. This Trust Deed shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or the rate of interest shall not impair in any manner the validity of or priority of this Trust Deed, nor release the Mortgagor or any Co-maker, Surety or Guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

20. Paragraph 3 of this Trust Deed is hereby amended to provide that the Mortgagor shall at all times provide, maintain and keep in force the following policies of insurance:

(a) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", in an amount not less than the full replacement cost of the Improvements (exclusive of the cost of excavations, foundations and footings below the lowest basement floor) and with not more than \$1,000.00 from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph shall contain the "Replacement Cost Endorsement";

(b) If requested by the Note Holder, loss of "rental value" insurance in such amounts as are satisfactory to the Note Holder;

(c) During the course of any construction or repair of the Improvements on the premises, comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the premises and, if any construction of new Improvements occurs after execution of this Trust Deed, completed operations coverage for two years after construction of the Improvements has been completed) carried on an "occurrence basis" against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the premises and the adjoining streets, sidewalks and passageways; such insurance to afford immediate minimum protection to a limit of not less than that required by the Note Holder with

respect to personal injury or death to any one or more persons or damage to property;

(d) During the course of any construction or repair of improvements on the premises, workmen's compensation insurance (including employer's liability insurance, if requested by Mortgagee) for all employees of Mortgagor engaged on or with respect to the premises in such amount as is reasonably satisfactory to the Note Holder, or, if such limits are established by law, then in such amounts;

(e) During the course of any construction or major repair of improvements on the premises, builder's completed value risk insurance against "all risks of physical loss", including collapse and transit coverage, during construction of such improvement, with deductibles not to exceed \$1,000.00, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement;

(f) If any such equipment is ever located upon the premises, boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment and insurance against loss of occupancy or use arising from any such breakdown, in such amounts as are reasonably satisfactory to the Note Holder;

All policies of insurance required by the terms of this Trust Deed shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deduction against Mortgagor. The provisions of Paragraph 3 of this Trust Deed shall apply to all such policies required hereunder.

21. The Mortgagor agrees that it will, commencing on the 1st day of the month next following the written request therefor by the Note Holder and continuing monthly until the Note is paid in full or until such requirement is subsequently waived by the Note Holder, pay to the Note Holder a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Trust Deed, plus one-twelfth of yearly premium installments for insurance required hereunder, all as reasonable estimated from time to time by the Note Holder.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. The Note Holder shall apply the Funds to pay said taxes, assessments and premiums. The Note Holder shall not charge for so holding and applying the Funds and the Note Holder shall not pay interest or earnings on the Funds. Upon request of Mortgagor, the Note Holder shall, without charge, provide an annual accounting of the Funds. The Funds are pledged as additional security for the sums secured by this Trust Deed.

If the amount of the Funds are not sufficient to pay such taxes, assessments or premiums as they fall due, Mortgagor shall pay to the Note Holder any amount necessary to make up the deficiency within 30 days from the date Notice is mailed by the Note Holder to Mortgagor requesting payment thereof.

Upon payment in full of all sums secured by this Trust Deed, the Note Holder shall promptly refund to Mortgagor any Funds held by it.

22. In the event of the Mortgagor's failure to comply with any requirement imposed upon Mortgagor under this Trust Deed, including, without limitation, Mortgagor's obligation to repair and maintain the premises and prevent any claim for any lien to be made against the premises, the Note Holder may, but need not, by itself or by its employees or agents, enter upon the premises and perform such repairs and maintenance, or discharge such lien or claim for lien, or perform any of Mortgagor's obligations hereunder, and any funds expended by the Note Holder shall be deemed an additional indebtedness secured hereby, which additional indebtedness shall be due and payable upon the Note Holder's written demand therefore. Failure to pay such amounts within 30 days of such demand shall constitute a default hereunder.

23. The Mortgagor also agrees to pay, in addition to the indebtednesses secured hereby, all costs, expenses, and reasonable attorneys' fees at any time paid or incurred in endeavoring to collect the indebtedness secured hereby, or any part thereof, and in and about enforcing this instrument and the Note secured hereby.

24. Except as hereinafter permitted, any sale, conveyance or transfer of any right, title or interest, including the equity of redemption, in the premises herein described or any portion thereof, without the prior written approval of the Note Holder, shall constitute a default hereunder on account of which the Note Holder may declare the entire indebtedness secured hereby to be immediately due and payable. The foregoing notwithstanding, the following shall be permitted: (i) the creation of lien or encumbrance on the real estate described herein which is subordinate to this Trust Deed, (ii) the creation of a purchase money security interest for appliances or tenant fixtures, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (iv) the grant of any leasehold interest of five years or less not containing an option to purchase. If the Note holder exercises such option to accelerate, it shall mail to Mortgagor notice of acceleration which shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, the Note Holder may, without further notice or demand on Mortgagor, invoke any remedies permitted hereunder and in the Note evidencing the indebtedness secured hereby.

25. Any notice to Mortgagor provided for in this Instrument shall be given by mailing such notice by certified mail addressed to Mortgagor at the address set forth in the first paragraph of this Trust Deed, or to such other address as Mortgagor may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note Holder in care of CARL DECANINI at 508 Leonard, Park Ridge, Illinois 60068, or to such other address as the holder may designate by notice to the Mortgagor.