

UNOFFICIAL COPY

TRUST DEED SECOND MORTGAGE (ILLINOIS)

-85-231901

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That Wing Yip Yu and Marilyn Fong Yu, his wife

(hereinafter called the Grantor), of 3722 W. Leland Chicago, Illinois
(No. and Street) (City) (State)

for and in consideration of the sum of Six thousand Three hundred thirty-three dollars and forty cents Dollars

in hand paid, CONVEY S AND WARRANT S to John Chiaro, Trustee, C/O All State Credit Corp.
of 5829 W. Irving Park Chicago, Illinois 60634
(No. and Street) (City) (State)

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Lot 30 and the East 5 feet of Lot 29 in Block 2 in Robert S. Disney's Irving Park Subdivision of the West 25 Acres of the East Half of the North West quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, (except the East 12 Rods to South 40 Rods thereof) all in Cook County, Illinois ...

13-14-104-048-0000 MC

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted on their principal promissory note ... bearing even date herewith, payable

to the order of All State Credit Corporation, promissory note #2657 dated October 3, 1985 duly signed by Wing Yip Yu and Marilyn Fong Yu, his wife payable according to the terms and tenor of a certain promissory note bearing even date hereon, twenty-four monthly payments, at Two hundred Sixty-four dollars and thirty-five cents (\$264.75) due November 2, 1985 and due on the 2nd of every month thereafter, all paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof — including reasonable attorney's fees, outlays for document(s), evidence, stenographer's charges, cost of procuring or comparing abstract showing the whole title of said premises embracing foreclosure decree — shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor cease hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Wing Yip Yu and Marilyn Fong Yu, his wife

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then John Chiaro, Trustee, C/O All State Credit Corp. of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to

Witness the hand S and seal S of the Grantor this 3rd day of October, 1985

Please print or type name(s) below signature(s)

Wing Yip Yu (SEAL)
Wing Yip Yu

Marilyn F. Yu (SEAL)
Marilyn Fong Yu

This instrument was prepared by Laurie LaScola C/O All State Credit Corp 5829 W. Irving Pk Chgo, IL
(NAME AND ADDRESS)

-85-231901

UNOFFICIAL COPY


STATE OF Illinois }
COUNTY OF Cook } ss.

I, Robert LaPlume, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wing Yip Yu and Marilyn Fong Yu, his wife 3722 W. Leland Chicago, Illinois 60625

personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 3rd day of October, 1985.

(Impress Seal Here)


Notary Public

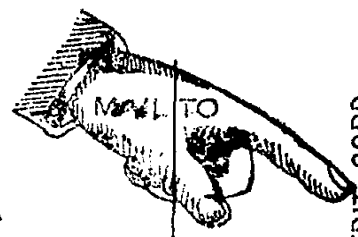
Commission Expires July 11, 1989

11 OCT 85 9 57

11011 091 -- V n 1041268 • 9 5 6 0 8 00-11-85

BOX No. _____
SECOND MORTGAGE
Trust Deed
Wing Yip Yu and Marilyn Fong Yu,
his wife
3722 W. Leland
Chicago, Illinois 60625
TO
John Chiare, Trustee, c/o
All State Credit Corp.
5829 W. Irving Park
Chicago, Illinois 60634

ADDRESS OF PROPERTY:
3722 W. Leland
Chicago, Illinois 60625



MAIL TO:
ALLSTATE CREDIT CORP.
5829 W. IRVING PARK RD.
CHICAGO, ILL. 60634

1985

GEORGE E. COLE
LEGAL FORMS
106182-58
-85-231901