MANUSCO OFFICIAL COPYS S

TRUST DEED (Illinois)
For use with Note Form 1449
(Interest in addition to monthly principal payments)

RECORDER'S OFFICE BOX NO

OR

86065739

328-A W 23rd Place

The Above Space For Recorder's Use Only SAMUEL YUK LAM and . 19 85 between November 18 THIS INDENTURE, made FRANCES LAM, his Wife herein referred to as "Mortgagors," and ... G.N.P. Commodities, Inc. herein referred to as "Trustee," witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, in the principal sum of Thirty Nine Thousand, Seven Hundred Seventy Two and no/100-Principal sum of the Cy barro trouseries, the mode and the court, made payable to HFARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in installments as follows: \$19,886,00 cm demand, and by which which which which which which said Note the Mortgagors promise to pay the said principal sum in installments as follows: \$19,886,00 cm demand, and which which which which which which which said Note the Mortgagors promise to pay the said principal sum in installments as follows: \$19,886,00 cm demand, and which Per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent per annum, payable monthly on the access per cent twelve the rate of to the amount due on principal, each of said installments of principal bearing interest after mainrity at the rate of said principal and a said principal said the clear of the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the election of the note in the read of the note of the note may, from time to time, in writing appoint, which note further provides that the election of the legal holder of the note may, from time to time, in writing appoint, which note further provides that the part is a second new the continuous for the read of the note of th NOW, THEREFORE, the Mortagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the first deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration. The sum of One Dollar in hand pard, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Targee, its or his successors and assigns, the following described Real Estate and all of their estate, right, little and interest therein, situate, lying and ocing in the Cook AND STATE OF ILLINOIS, to wit. COUNTY OF City of Chicago See Attached Legal Description DEPT-01 RECORDING \$12.25 THILLI TRAN 0315 02/14/86 15:00:00 #5847 # A - *--86-065739 which, with the property hereinafter described, is referred to herein as the "premises".

TORIETHER with all improvements, tenements, casements, fixtures, and approve agrees 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 bereafter therein or the con used to supply heat, gas air conditioning, water, light power, refrigeration (whether single units or centrally controlled), and ventilation, including twithout restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and ware bridgers. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar or actus, equipment or articles hereafter placed in the premises by the Mortgagors on their successors or assigns shall be considered as constituting parts of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, floor each, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benchts under and by virtue of the Homestead (scenption Laws of the State of Illinois, which said rights and benchts 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 Deedi are locorporated herein by reference and are a part hereof and shall be hinding on the Mortgagors, their being successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written. Witness the hands and seals of Mortgagory the day and year first above written. amount (Seal PLEASE PRINT OR TYPE NAME(8) SIGNATURE(S) (Seal) Cook I, the undersigned, a Notary Public in and for said County State of Illinois, County of SAMUEL YUK LAM in the State aforesaid, DO HERERY CERTIFY that and PRANCES LAM, his wife personally known to me to be the same person S whose name S AFO IMPRESS SEAL HERT subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I LOV assigned and delivered the said instrument as their edged that they signed, scaled 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 band andyofficial seal, this Commission expires Notary Public ADDRESS OF PROPERTY Place 328 ASB W. 23rd Place Chicago, IL 60616 1 NAME G.N.P. COMMODITIES, THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS PRUSE DELD 30 South Wacker Drive MAIL TO: SUND SUBSEQUENT TAX BILLS TO: **ADDRESS** ฮ่ดอดอ Chicago, IL CITY AND SMM LAM ZIP CODE

- 1. Mortgagors shall (1) keep said premises in good condition and repair, without waste: (2) promptly repair, restore, or tebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for fien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a tien 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: (5) complete within a reasonable time any building or building now or all any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.
- 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 to Trustee or to holders of the note the original or 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 and 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 companies 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 and renewal policies, to holders of the note, and in ease 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 little 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 reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the note to reach the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein a deep zed 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 the rate of seven per cent per annum. 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.
- 5. The Trustee or the holdres of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, states on or estimate produced 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 or claim thereof.
- 6. Mortgagors shall pay each "ev" of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election 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 or ite or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default so in occur and continue for three days in the performance of any other agreement of the Mortgagors
- 7. When the indebtedness hereby secure, shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In ray win 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 attorneys' fees, Trustee's fees, appraiser's 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 abstracts of title, title scarches and examinations, guarantee policies, Torrens certificates, and similar tata 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 evider ce to hidders at any sale which may be had pursuant to such decree the true content of the ille to or the value of the premises. In addition, "I respenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immore attely due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note is common with tall any action, suit or proceedings, to which either of them shall be a lartly, either as plantific, 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) preparations 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 across as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness rule loom) to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, it arth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without not ce, without regard to the solvency or insolvency of Mortgangors 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 returns, issues and profits of said premises during the pendency of such foreclosine said and, in case of a sale and a deficiency, during the full structure period for redemption, whether there be redemption or not, as well as during any further times wher disrigagors, 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 includences secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lieu which may be or become superior to the lieu 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 of this Trust Deed 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.
- 12. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall Trustee be abligated to record this Trust Deed or to exercise any power herein given unless expressly abligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.
- 13. 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 insturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed 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 persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal 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.
- 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 death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the countly
in which the premises are situated shall be second 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.

15. This Trust Deed and all provisions hereof, shall extend to and be hinding upon Mortgagors and all persons claiming under or through Mcttgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

12	4	p	n	D	т	٨	N	•

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

he	Installment	Note	mentjourd	in	the	within	Trust	Deed	has	been	
ient	ified herewit	h und	er blentifi c :	itic	n N	0,				property of the Contraction	

Trustee

UNOFFICIAL COPY 3 9

LEGAL DESCRIPTION

Lot 52 in Allen C.L. Lee's Subdivision being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Subject to Declaration of Easements and covenants by grantor dated the Norday of April, A.D., 1985, and recorded in the Office of the Recorder of Deceds, Cook County, Illinois, as Documents No. 27506504, which is incorporated herein by reference thereto. Grantor growts to the grantees, their heirs and assigns, as casements appurtenant to the premises hereby conveyed the easements created by said Declaration for the benefit of the owners of the parcels of realty herein described. Grantor renerves to itself, its successors and assigns, as easements appurtenant to the remaining parcels described a said Declaration, the easements thereby created for the henefit of said remaining parcels described in said Declaration and this conversace is subject to the said easements and right of the Grantor to grant said easements in the conveyances and mort; gages of said remaining parcels or any of them, and the parties hereto, for themselves, their brirs, successors and assigns, covenant to be bound by the covenants and agreements in said document set forth as covenants running with the land.

86965739

UNOFFICIAL COPY

Property of Cook County Clerk's Office