



TRUST DEED **UNOFFICIAL COPY** 90393257

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DATE 08-13-90 BY 1043 P/B

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 8 19 90, between SAMUEL YUK KWAN LAM AND FRANCES LAM, HIS WIFE

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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of

NINETY THOUSAND AND NO/100 (\$90,000.00) ----- Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 13% per cent per annum in instalments (including principal and interest) as follows: interest only

Nine Hundred Seventy-Five Dollars (\$975.00) Dollars or more on the 10th day of September, 1990, and Nine Hundred Seventy-Five (\$975.00) Dollars or more on the 10th day of each and every month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 10th day of February, 1991. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 18% per annum, and all of said principal and interest being made payable at such banking house or trust company in 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 in said City,

NOW, THEREFORE, the Mortgagors to secure in 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:

Unit A in Oriental Terraces Condominium NO. 328 as delineated on a survey of the following described real estate: Lot 52 in Allen C.L. Lee's subdivision being a re subdivision in the West Half of the Northeast Quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "B" to the Declaration of Condominium Recorded 16th day of June, 1986 as Document No: 86243206 together with its undivided percentage interest in the common elements.

Property Address: Unit A, 328 West 23rd Place, Chicago, IL. P.I. NO: 17-28-212-095-1001

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, linoleum, beds, awnings, stove 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 and seal of Mortgagors the day and year first above written.

SAMUEL YUK KWAN LAM (SEAL) FRANCES LAM (SEAL)

STATE OF ILLINOIS, I, TONY SHU a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT SAMUEL YUK KWAN LAM AND FRANCES LAM, HIS WIFE

who are personally known to me to be the same person as whose name as 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

OFFICIAL SEAL TONY T. SHU NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/1/93

given under my hand and Notarial Seal this 9th day of August 1990 Tony T. Shu Notary Public

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