

UNOFFICIAL COPY

91504478

TRUST DEED

13-B-51310

THIS INDENTURE WITNESSETH: That the Grantor TAI ON MOY & HELEN F. MOY, HIS WIFE AS JOINT TENANTS

of Skokie in the County of Cook State of Illinois for and in consideration of the sum of \$ TWO HUNDRED THOUSAND 00/100 in hand paid, CONVEY and WARRANT TO LASALLE BANK OF LISLE

of Lisle in the County of DuPage in the State of Illinois

and to its Successors in Trust hereinafter named, the following described Real Estate, with all buildings and improvements now and hereafter erected or located thereon, including all heating, lighting, 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 DuPage and State of Illinois, to-wit:

- PARCEL 1: LOT 36 IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJOINING THE SOUTH 16 FEET OF LOT 36 IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, AFORESAID, AND LYING WEST OF THE WEST LINE OF LOT 1 IN BLOCK 7 IN LINCOLNWOOD TERRACE, A SUBDIVISION IN THE SOUTH WEST 1/4 OF FRACTIONAL SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 36, PRODUCED EAST (EXCEPT THAT PART THEREOF WHICH FALLS BOTH IN THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY AND IN THE SOUTH 1/2 OF THE EAST AND WEST VACATED ALLEY) WHICH SAID ALLEYS WERE VACATED BY AN ORDINANCE RECORDED MAY 18, 1956 AS DOCUMENT 16584578, IN COOK COUNTY, ILLINOIS.
PARCEL 3: LOT 31 TO 35, BOTH INCLUSIVE, TOGETHER WITH THE WEST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 31 TO 35, INCLUSIVE, IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 25 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN 10-34-300-001, 10-34-300-006, 10-34-300-007, 10-34-300-008, 10-34-300-009, 10-34-300-010
COMMON ADDRESS: 6755 N. Cicero Avenue, Lincolnwood, Illinois.

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 the performance of the covenants and agreements herein.

WHEREAS, the Grantor TAI ON MOY & HELEN F. MOY, HIS WIFE, AS JOINT TENANTS

justly indebted upon their Promissory Note in the principal amount of TWO HUNDRED THOUSAND 00/100 bearing even date herewith, payable to the order of as stated therein

13.00

COOK COUNTY

1991 SEP 27 PM 12: 27

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The GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein provided, and according to the tenor and effect of said note, or according to any agreement extending time of payment; (2) to pay all taxes and assessments against such premises when and as the same become due and payable and 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 at any time on said premises insured against loss by fire, windstorm and such other hazards in companies to be approved by the holder of and in amount equal to said indebtedness and deliver to holder of said indebtedness the insurance policies so written as to require all payments for loss thereunder to be applied in reduction of said indebtedness; and (6) not to suffer any mechanics or other lien to attach to said premises. In the event of failure to insure, or pay taxes or assessments, the grantee or 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; and all money so paid, the grantor agrees to repay immediately without demand, and the name, with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

Evidence of title of the within described property shall be left with the trustee until all said note paid, and in case of foreclosure said abstract shall become the property of the purchaser of said foreclosure sale.

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 said breach, at seven per cent, per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if 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 complainant in connection with the foreclosure hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title to said premises embracing foreclosure decree, shall be paid by the grantor, and the like expenses and disbursement, occasioned by any suit or proceeding wherein the grantee, or any holder of any part of said indebtedness, as such may be the 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 proceeding; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expense and disbursements, and the cost of suit, including solicitor's fees, have been paid. The grantor waives all right to the possession of and income from, said premises pending such foreclosure proceedings, and until the period of redemption from any sale thereunder expires, and agrees that upon the filing of any bill to foreclose this Trust Deed, a Receiver shall and may at once be appointed to take possession or charge of said premises, and collect such income and the same, less receivership expenditures, including repairs, insurance premiums, taxes, assessments and his commission, to pay to the person entitled thereto in reduction of the indebtedness hereby secured, or in reduction of any deficiency decree entered in such foreclosure proceedings, or in reduction of the redemption money if said premises be redeemed, or if not redeemed, to the person entitled to the Master's Deed under the certificate of sale.

UNOFFICIAL COPY

TRUST DEED

M. D. & P. ...

First Bank of Chicago

4222 ...

10052

DOCUMENT NO.

MAIL TO

Property of Cook County Clerk's Office

91504478

(title)

By

The installment note mentioned in the within Trust Deed has been identified herewith under Identification No. _____

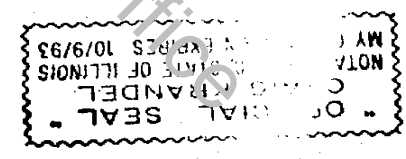
My Commission expires _____

Notary Public

Craig Kandel

September 10, 1991

GIVEN under my hand and Notarial seal this _____ day of _____ 1991. I, _____ Notary Public, do hereby certify that the foregoing instrument, executed by _____ and _____ on this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument for the uses and purposes therein set forth, including the release and waiver of the right of _____ and _____ to the right of _____



1. I, _____ Notary Public in and for and residing in _____ State of Illinois, do hereby certify that _____ and _____ are _____

Craig Kandel

STATE OF ILLINOIS

TRUSTEES

Helen F. Moy

Helen F. Moy

(SEAL)

(SEAL)

Witness the hand _____ of the grantor _____ and seal _____ of said County, Illinois, this _____ day of _____ 1991.

In the event of the refusal or failure or inability of said _____ Trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving the reasonable charges and if for any like cause said first successor shall 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 the aforesaid covenants and agreements are performed, the _____ of said County, is hereby appointed to be first successor in this trust.

In the event of the refusal or failure or inability of said _____ Trustee, or his successor in trust, shall release said premises to the party entitled thereto on receiving the reasonable charges and if for any like cause said first successor shall 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 the aforesaid covenants and agreements are performed, the _____ of said County, is hereby appointed to be first successor in this trust.

FOR 009