



TRUST DEED UNOFFICIAL COPY!

91522901

768251

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made September 25

19 91, between

ZHENGANG GUO AND SHIOW KIANG GUO, 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

TWENTY THOUSAND DOLLARS (\$20,000.00) -----

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 1/2 percent per annum in instalments (including principal and interest) as follows:

Nine Hundred Fifty Dollars & 84/100 (\$950.84) Dollars or more on the 15th day of 09 19 91, and Nine Hundred Fifty & 84/100 (\$950.84) Dollars or more on the 15th day of each 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 15th day of 1993. 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 percent 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 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:

See attached legal description

P.I.N.: 17-28-212-086-1001

Property Address: 343A West 23rd Street, Chicago, IL 60616

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COOK COUNTY RECORDER

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, mador 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.

91522901

ZHENGANG GUO [SEAL] SHIOW KIANG GUO [SEAL]

STATE OF ILLINOIS,

I, Shirley K. Jay

Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ZHENGANG GUO AND SHIOW KIANG GUO, HIS WIFE

who are 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.

OFFICIAL SEAL - Given under my hand and Notarial Seal this 1st day of Oct 1991. Shirley K. Jay Notary Public, State of Illinois My Commission Expires 4/25/93

Shirley K. Jay Notary Public

14/29

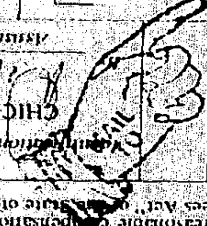
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

NELIA G. DIN
4060 RIDGELAND
NORTH BOK, IL 60629

MAIL TO:

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD

CHICAGO TITLE AND TRUST COMPANY
768254
Assistant Secretary/Assistant Vice President
Trustee



1. Mortgagee 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay any taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due; and shall, upon written request, furnish to the holder of this note material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagee 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 the holder of this note material alterations in said premises except as required by law or municipal ordinance.

3. Mortgagee shall keep all buildings and improvements now or hereafter on the premises in full and under repair, in the manner provided by statute, any tax or assessment which mortgagee may desire to collect.

4. In case of default hereon, Trustee or the holder of the note 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 lien or claim on the part of the holder of the note to protect the mortgagee's premises and the lien hereof, this reasonable compensation to Trustee or holder of the note shall be made immediately due and payable without notice and with interest thereon at a rate equivalent to the rate of interest on the note secured by this trust deed. If any, otherwise the premium rate set forth in this part of the note shall be a part of the note.

5. The Trustee or the holder of the note hereby accords to the holder of this note, with interest, the right to be subordinated to the lien of any other mortgage, deed or instrument secured by this trust deed, or to any other lien or claim, in whole or in part, on the premises or on any part thereof, which is recorded or filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other office, and which purports to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, and where the release is acquired of the original note which may be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, it may accept as the genuine note hereof described above and which may be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof.

6. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, notwithstanding any lien in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in the making payment of any installment of principal or interest on the note or in this Trust Deed, or when default shall occur and continue for three days in the performance of any part of the agreement of the Mortgagee herein contained.

7. 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 on the lien hereof, in any suit to foreclose, there shall be allowed and included as additional indebtedness in the decree for sale all expenses, including reasonable attorney's fees, and costs (which shall be paid or incurred by or on behalf of the Trustee or holder of the note for attorneys' fees, Trustee's fees, appraisal fees, and other expenses) for disbursement and expert evidence, stenographer charges, publication costs and costs (which may be reasonably necessary) for notice of sale and for advertising and expenses of the note may be deemed to be a part of the note and shall be secured by this trust deed.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an account of all costs and expenses incident to the foreclosure process, including all such items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof, or in any suit to foreclose, shall be paid or incurred by or on behalf of the Trustee or holder of the note; third, all principal and interest, including unpaid on the note, forthwith, any overplus to Mortgagee, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after the filing of a bill to foreclose, and without notice, without regard to the priority of any mortgage or other lien on the premises, and the receiver shall have power to collect the rent, issues and profits of said premises during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not. The Trustee hereunder may be appointed as receiver and shall have power to collect the rent, issues and profits of said premises during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not. The Trustee hereunder may be appointed as receiver and shall have power to collect the rent, issues and profits of said premises during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not.

10. No action for the enforcement of the lien of or any provision hereof shall be subject to any defense which would not be good and available to the party impeding same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises of a reasonable times and access thereto shall be permitted for that purpose.

12. 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 signers or the nature of the deed, or to record the deed, or to execute any power given unless expressly obligated by the terms hereof, not be liable for any loss or omission hereunder, except in case of its own gross negligence or abandonment of that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power hereunder.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon payment, in satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release of, or of all or part of, the premises hereby secured, subject to the approval of Trustee, and without liability to Trustee, provided that the release is in accordance with the provisions hereof, and that all necessary steps have been taken to protect the interests of the lender. Where a release is required of a successor trustee, such successor trustee may accept as the genuine note hereof described above and which purports to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, and where the release is acquired of the original note which may be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, it may accept as the genuine note hereof described above and which purports to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof.

14. Trustee may record by instrument in writing filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other office, and which purports to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, and where the release is acquired of the original note which may be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof, it may accept as the genuine note hereof described above and which purports to be placed thereon by a prior trustee hereunder or which contains in substance with the description herein contained of the note and which purports to be executed by the person herein designated as the maker hereof.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee.

16. 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 of this trust 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 Trustee Act", of the State of Illinois shall be applicable to this trust deed.

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Legal Description

L-32612-C8A

Parcel 1:

Unit No. 343A in Oriental Terraces Condominium No. 343 as delineated on a survey of the following described real estate: Lot 22 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 according to the plat thereof; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on July 31, 1986, as Document 86326949; together with its undivided percentage interest in the common elements.

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as established and set forth in the Declaration of Party Wall Rights, Covenants, Restrictions, Conditions and Easements and By-Laws of Oriental Terraces Homeowner's Association recorded April 10, 1985 as Document 27506504 and amended by amendment recorded October 25, 1985 as Document 85250027 for vehicular and pedestrian ingress and egress in, over, upon and to the common area (as defined in the aforesaid Declaration).

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County Clerk's Office
91522901

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Property of Cook County Clerk's Office