



TRUST DEED

UNOFFICIAL COPY 52429110

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 12 19 92 between Wira Praphakonkiat and Noppakun Praphakonkiat, husband and 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 Seventy Thousand and no/100----- (\$70,000.00)

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 at The Siam Commercial Bank, Ltd. on the balance of principal remaining from time to time unpaid at the rate of prime + 2 1/2 percent per annum in instalments (including principal and interest) as follows: \$388.89 principal

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SEE ATTACHED LEGAL DESCRIPTION

*Prime shall be defined as the prime rate of interest in effect from time to time at The Siam Commercial Bank, Ltd. and shall be determined by The Siam Commercial Bank, Ltd. on the first (1st) day of each month hereunder.

9450 West Irving Park Road, Schiller Park, IL.
12-15-311-021-0000; 12-15-311-022-0000

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 thereto 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, inlaid 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 and seal of Mortgagors the day and year first above written:

Wira Praphakonkiat [SEAL] Noppakun Praphakonkiat [SEAL]

STATE OF ILLINOIS, I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wira Praphakonkiat and Noppakun Praphakonkiat, husband and wife

"OFFICIAL SEALS" personally known to me to be the same persons whose names are subscribed to the instrument, appeared before me this day in person and acknowledged that Nancy R. Castro, Notary Public, State of Illinois, signed, sealed and delivered the said instrument as their free and My Commission Expires 4/7/98 for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of June 19 92 Nancy R. Castro Notary Public My Commission Expires 4/7/98

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73.67.06.92

12.1.60

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RIDER TO TRUST DEED DATED JUNE 12, 1992 IN THE AMOUNT OF \$70,000.00

17. In the event of any sale, assignment, or transfer of ownership or control of the property described in this Trust Deed, or other disposition of the subject property by the maker hereof, (including Articles of Agreement for Deed, or lease with option to purchase), then the entire balance due hereunder shall become due and payable at once.

18. So long as the maker hereof shall not otherwise be in default, the holder hereof waives any requirement for an insurance escrow or real estate tax escrow provided that the maker furnishes to the holder a paid receipt evidencing insurance in full force and effect and no later than April 1st and September 1st of each year, paid receipts evidencing full payment of all real estate taxes. In the event of any default under the Instalment Note or this Trust Deed or the default of payment of any taxes or insurance, the holder hereof may require the maker to provide sufficient funds to be on deposit with holder to guarantee the timely payment of all real estate taxes and insurance and to continue to make payments to said fund in an amount equal to 1/12th of the insurance premium and real estate tax amount due each month.

The insurance requirement hereunder shall contain a loss payable (mortgage clause) in favor of the holder of the Instalment Note secured by this Trust Deed.

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Office