

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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ATGAF  
BOX 370

93722991

THIS INSTRUMENT WITNESSETH, that Long Hoang Cat Ly  
and Tu Van, HIS WIFE  
(hereinafter called the Grantor), of 1416 West  
Foster, Chicago, Illinois

for and in consideration of the sum of Fourteen Thousand and  
no/100 (\$14,000.00) Dollars

in hand paid, CONVEY AND WARRANT to  
John Hedlund  
of 29 Oak Knoll Lake Villa IL

as Trustee, and to his successors in trust hereinafter named, the following described real  
estate, with the improvements thereon, including all heating, air-conditioning, 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 Cook  
and State of Illinois, to-wit:

DEPT-01 RECORDING \$23.00  
T10000 TRAN 3832 09/10/93 10:55:00  
0403 \* 93-722991  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

Lot 1 and 2 in Hubert Hansen's Subdivision of Lot 1 in Hansen's Addition to  
Edgewater, in the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 40  
North, Range 14, East of the Third Principal Meridian, in Cook County, IL.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number(s) 14-05-311-038 and 14-05-311-039

Address(es) of premises: 5840 North Ridge, Chicago, Illinois 60660

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein  
WHEREAS, The Grantor is justly indebted upon \$118,000 principal promissory note bearing even date herewith, payable

in monthly installments of \$110.4, beginning on the first day of  
October, 1993, which includes interest at a rate of 8.75% per annum,  
with a balloon payment on September 1, 1996, in the amount of \$13,680.11  
(Thirteen Thousand Six Hundred Eight, and 11/100 dollars). Any payment  
received after the fifth day of any month shall incur a late fee of \$25.00.

**NO PREPAYMENT PENALTY**  
This second mortgage is junior to the mortgage dated August 30, 1993, in the  
amount of \$80,000 between Crugin Federal Savings and Long Hoang Cat Ly and Tu Van.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon herein and in said note or notes provided,  
or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments against said premises, and on  
demand 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 now or at  
any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies  
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the  
Trustee herein as their interests may appear, which policies shall be left and remain with the Mortgagee or Trustee until the indebtedness is fully  
paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the  
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 or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately  
without demand, and the same with interest thereon from the date of payment at 12.0% per cent per annum shall be so much additional  
indebtedness secured hereby.

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 such breach  
at 12.0 & 7.5 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the sum, as if 1/2 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 plaintiff in connection with the foreclosure hereof --  
including reasonable attorney's fees, outlays for documenting evidence, stenographer's charges, cost of procuring or completing abstract showing the  
whole title of said premises embracing foreclosure decree, shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any  
suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a 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 proceedings, which proceeding whether decree of sale shall have been entered or not, shall not be dismissed, nor shall a hearing be given,  
until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs,  
executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure  
proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and  
without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to  
collect the rents, issues and profits of the said premises.

The name of a record owner is Community Bank & Trust Co. of Edgewater as trustee u/t/a dated 4/20/87

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby  
appointed to be the successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in  
trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This instrument does not subject to

Witness the hand and seal of the Grantor this 30th day of August, 1993.

Please print or type name(s)  
below signature(s)

2300  
[Signature]

X LONG HOANG CAT LY (SEAL)  
Long Hoang Cat Ly

TU VAN (SEAL)  
Tu Van

This instrument was prepared by Attorney David A. D'Amico, 39 S. LaSalle St., S. 808, Chicago, IL 60603

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# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I, Lisa Bastounes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Long Hoang Cat Ly and Tu Van, HIS WIFE

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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 30th day of AUGUST, 1993.

(Impress Seal Here)

Lisa Bastounes  
Notary Public

Commission Expires 6/6/94



BOX No. 3J722991

SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE  
LEGAL FORMS