



PART B...

TRUST DEED

752101

UNOFFICIAL COPY

94890598

183.50
180015 TRAN 9907 10/16/94 09:18:00
#7508 #47 1370598
COOK COUNTY RECORDER

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 13 1994, between JIN GUO, DIVORCED AND NOT SINCE REMARRIED

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 (\$70,000) 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 October 13, 1994 on the balance of principal remaining from time to time unpaid at the rate of 8.5 percent per annum in instalments (including principal and interest) as follows:

One Thousand (\$1,000) Dollars or more on the 1st day of December, 1994 and One Thousand (\$1,000) Dollars or more on the 1st 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 1st day of November, 1997. 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 twelve 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 2808 South Poplar in said City, Chicago, Illinois 60608

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:

LOT 6 IN BLOCK 8 IN CHARLES BREWSTER'S RESUBDIVISION OF THE SOUTH 142.5 FEET OF BLOCK 8 OF HAMBURG, BEING SAMUEL GEHR'S SUBDIVISION OF BLOCKS 23 AND 24 OF CANAL TRUSTEES SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#17-33-310-043 commonly known as 612 W. 37th St., Chicago, IL 60609

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, inador 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. RIDER ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. WITNESS the hand and seal of Mortgagors the day and year first above written.

[SEAL] JIN GUO [SEAL]

STATE OF ILLINOIS, I, the undersigned
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT JIN GUO

who personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of October 1994

"OFFICIAL SEAL" WALLACE K. MOY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8-7-95

[Signature] Notary Public

7525855 DBK

94890598

3350

UNOFFICIAL COPY

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

WALTERS K. MOY
63 West Jackson Blvd.
Chicago, IL 60604

MAIL TO:

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY
Identification No. **782101**

[Signature]
Assistant Secretary/Assistant Vice President

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgages 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on and premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance company of monies sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchases, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or the holder of the note to protect the mortgaged premises and the lien hereon, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equal to the post maturity rate set forth in the note, secured by this Trust Deed, if any, otherwise the post maturity rate set forth in the note, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The Trustee or the holder of the note hereby secured making any payment hereunder on the part of Mortgages, so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, shall constitute an acknowledgment of the note and shall be deemed to be a waiver of any right accruing to them on account of any default hereunder on the part of Mortgages.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, and shall pay each item of indebtedness herein mentioned, both principal and interest, tax lien or title or claim thereon, statement or estimate of or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

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 the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assumptions with respect to the title of the note may be deemed to be reasonably necessary either to protect the note or to extend to holders of the note in any sale which may be deemed to be condition of the note or to the value of the premises. All expenses and costs of the nature in this paragraph mentioned shall become due and payable immediately and irrevocably, with interest thereon at a rate equal to the post maturity rate set forth in the note, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured additionally to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, including unpaid on the note; fourth, any overplus to Mortgages, 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 note, Trustee or the holder of the note may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the sovereignty or insolvency of Mortgages at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or useful in such cases for the protection, possession, control, management and disposition of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income from the premises in whole or in part to: (a) The deficiency in case of a sale and a deficiency, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and a deficiency; (c) by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become available to the party intervening same in an action at law upon the note hereby secured.

10. No action for the enforcement of the lien or of any provision hereof shall be a subject to any defense which would not be good and available to the party intervening 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 at all 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 signatories on the note or Trust Deed, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor shall Trustee be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien hereof by proper instrument upon presentation of a satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release hereof and at the request of any person who shall, either before or after maturity hereof, produce and exhibit to Trustee the note, represent that all indebtedness hereby secured has been paid, and such acceptance as true without inquiry. Where a release is required of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior Trustee hereunder or which conforms with the description herein contained of the note and which purports to be executed by the person herein designated as the maker thereof, and where the release is requested of the original Trustee and it has never been placed its identification number in substance designated as the maker thereof, and where the release is requested of the original Trustee and it has never been placed its identification number in substance designated as the maker thereof, it may accept as the genuine note herein described any note which may be presented and which conforms 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 resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which this instrument shall have been recorded or filed. In case of the resignation, liability or refusal of Trustee, the then Recorder or Deeds of the county in which this instrument was recorded or filed, shall be deemed to be the Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the note, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

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 is made. 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 Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

UNOFFICIAL COPY

RIDER TO MORTGAGE

1. Mortgagor shall have the right to prepay the balance due, including all accrued and unpaid interest, at any time prior to the expiration of the Installment Note.

2. Notwithstanding Mortgagor's obligation to pay taxes under Paragraph 2 of the Conditions, Covenants and Provisions, at the option of Mortgagee, Mortgagor shall deposit with Mortgagee, at such other address as he may from time to time designate in writing, a sum of money equal to 1/12 of the estimated yearly general real estate taxes on the premises.

3. Mortgagor, as hereinafter described, shall furnish Mortgagee with a duplicate copy of the real estate bill promptly upon receipt. Upon receipt of such bill, and providing Mortgagor have deposited sufficient funds with Mortgagee, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited. If at any time and for any reason of the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee.

4. Mortgagee may from time to time, subsequent to an actual bill for real estate taxes, increase the estimated amounts set forth in Paragraph 2 of this Rider and shall provide Mortgagor with written notice thereof. Any such increases shall commence with the next monthly payment and continue through the remainder of the term, subject to subsequent adjustments by Mortgagee to such estimates.

5. Mortgagor shall have the right to contest in good faith the validity of any lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half (150%) of the amount of the claim, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

CO
CO
CO
CO
CO

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

6. Should Mortgagor fail to make any payment or to do any act as and in the manner provided in the Mortgage, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security interest hereof. In connection therewith (without limiting their general powers), Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the premises, (ii) to make additions, alterations, repairs and improvements to the premises which it may consider necessary or proper to keep the premises in good condition and repair, (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee, (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorney's fees.

7. Notwithstanding any provisions contained in the Mortgage or in this Rider to the contrary, all payments provided for hereunder, including monthly interest payments on the Installment Note and the entire principal balance, shall continue and be paid during any period that there has occurred fire or other casualty damage to all or a portion of the property regardless of whether or not insurance proceeds have been received by Mortgagee or the noteholder.

8. Mortgagee may, at its option, declare the entire balance with all accrued interest on the Installment Note to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell, of the property or any portion thereof, by Mortgagor.

In the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, assignment of any beneficial interest to an entity other than the original beneficiary(ies), installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choate or inchoate, any or which is superior to the lien created by this Mortgage.

9. The acceptance by Mortgagee of any payment due under the Installment Note after the same shall fall due or after any breach thereof, with or without the imposition of any penalty, shall not constitute a waiver by Mortgagee in requiring Mortgagor to make prompt payments of each and every sum or charge as elsewhere provided for herein, and shall not constitute a waiver of any of the provisions of the Mortgagee.

10. Notwithstanding any provisions contained herein to the contrary, Mortgagor shall not be charged a rate of interest under any provisions of the Installment Note which exceeds the maximum interest rate permissible in the State of Illinois and any interest payments in excess of such maximum permissible rate shall, in Mortgagee's discretion, be credited against the payment of principal or refunded to Mortgagor.

11. Mortgagor covenants and agrees that they will not create or permit to be created any lien superior to the lien of this Mortgagee, which shall be secured by the premises described herein, or the improvements thereon, without having first obtained the prior written approval of Mortgagee, which consent may be withheld in Mortgagee's sole discretion.

12. The following shall be events of default entitling Mortgagee to all legal and equitable remedies hereunder:

a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

b) Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagee, or of all or any part of the premises, or of any or all of the royalties, revenues, rents, issues or profits thereof or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagee, or either of them, seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for any aggregate of sixty (60) days from the first date of entry thereof, or any trustee, receiver or liquidator of Mortgagee, or either of the, or of all or any part of the premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagee, or either of the, and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days; or

d) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the premises, or any judgment involving monetary damages shall be entered against Mortgagee, or either of the, which shall become a lien on the premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in the Mortgage, the Installment Note or any part thereof.

13. If Mortgagee is made a party defendant to any litigation or is threatened with any litigation concerning this Mortgage, the Installment Note or the premises or any part thereof or therein, or occupancy thereof by Mortgagor, or either of them, then Mortgagor shall each indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Mortgagee in pursuing or avoiding such litigation, whether or not any such litigation is actually commenced or once commenced is prosecuted to judgment.

14. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage and each and every person, acquiring any interest in or title to the premises mortgaged hereunder subsequent to the date of this Mortgage, except for the decree of any judgment creditors.

15. Mortgagor covenants and agrees that upon the request of the Mortgagee, to assign to said Mortgagee, any and all present and or future leases of all or any part of the premises described

94390333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

in this Mortgage as additional security for the payment of the indebtedness described in and secured by this Mortgage.

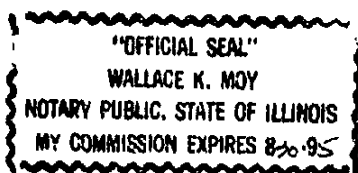
16. Mortgagor waives all right of homestead exemption in the Property

JIN GUO 

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jin Guo personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 13th day of October, 1994.





NOTARY PUBLIC

Prepared by:

Wallace K. Moy
83 West Jackson Blvd.
Suite 1664
Chicago, IL 60604

94890398

UNOFFICIAL COPY

Property of Cook County Clerk's Office

85506846

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/10/07 BY 60322/UC/STP