

**UNOFFICIAL COPY**

NICK MLADE, LTD. 100 EAST MELBA ST.  
ATTORNEY AT LAW 3300 S. HARLEM AVENUE  
FOR RECORDS INDEX PURPOSES RIVERNSIDE, ILLINOIS 60546  
IN RECENT STREET ADDRESS NUMBER ONE  
DECODED FROM FINGER PRINTS  
NAME OF PERSON  
STREET ADDRESS NUMBER ONE  
CITY

## 1. IS FURTHER-UNDERSTOOD AND AGREED THAT:

of premises used by the Chinese Party or its successors shall be considered as constituting part of the real estate.

**TOGETHER** with the other members of your family, you will find pleasure in the quiet hours of the evening. You will have time to talk over the day's events, discuss the news, and plan for the morrow.

IF THE TITLE TO THE PREMISES IS CONVEYED BY THE MORTGAGOR OR IF THE BENEFACTOR INTEREST IN THE TRUST IS ASSIGNED DURING THE LIFEETIME OF THIS TRUST DEED AND THE NOTE IT SECURES, THE ENTIRE TRUST IS UNPAID BALANCE DUE THEREON SHALL, AT THE ELECTION OF THE HOLDER OF THE NOTE SECURED BY THIS TRUST DEED, BECOME IMMEDIATELY DUE AND PAYABLE.

310100-101-14-36  
SOS-000-000-000  
All the Poles have been captured

CCSI-ZEV

LEGAL ATTACHMENT

beaten in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

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 shall bear interest at the rate of ~~12½~~<sup>12</sup> percent per annum, and all of said principal and interest being made payable at such bank in house or trust company in Burr Ridge, Illinois, as the holders of the notes may, from time to time, in writing apply for, and in absence of such appointment, then at the office of KENNETH PIERCE, 41 Red Oak Ct., Burr Ridge IL 60521.

Monetary Interges, payments of \$666.67 on April 1, 1992 and on the first day of each month except that final payment of the entire principal balance plus interest of the period between March 1, 1995 and before March 1, 1998.

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate and deliver to the Second Party the sum of \$166, per cent per annum in installments as follows:

THAT, WHEREAS First Party has concurringly herewith executed an instrument note bearing date here-  
with in the principal sum of fifty thousand and NO/100 (\$50,000.00)

This instrument is made, executed, and delivered in the State of California, on the 1<sup>st</sup> day of October, 1990.

THE ABOVE SPACE FOR RECORDS CAN ONLY BE USED FOR RECORDS

TRUST DEED

9332435  
3300 S. HARLEM AVE.  
NICH. INDIADE, LTD.

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holders of the note, such rights to be evidenced by the attached purchase agreement, and shall be held by each holder, and to be delivered all policies, including additional and renewal policies, to holders of record at the time of each payment due to him, in any form and manner desired except as may be herein set forth, and to be held by each holder, and to be delivered all policies and renewals, not less than ten days prior to the respective dates of expiration, or earlier if the note may be paid in full, but need not be made available or perform any act herebefore set forth, or interest on prior encumbrances, if any, and purchase, discharge, compromise and settle all liens, claims, demands, rights, interests, or other obligations, or any part thereof, which may be or become attached to or derived from any tax sale or forfeiture affecting said premises or contest any tax assessment. All money paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the items hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be an item of additional indebtedness secured hereby and shall become immediately due and payable without notice, and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable ~~immediately~~ in the case of default in making payment of any installment of principal or interest on the note, or else in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 herein set forth to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, photographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such statements of title, title searches and examinations, insurance policies, Tortious certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to holders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, 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) the 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) preparations 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 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 secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any amounts to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application of such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, 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 First Party, its successors or assigns, 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 convenient in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, (2) any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (3) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall he be obligated to record this trust deed or to sue for any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnification satisfactory to it before exercising any power herein given.

8. Trustee shall release this trust deed and the liens thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, 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 on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OR FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

MORTGAGOR SHALL HAVE THE PRIVILEGE AT HIS SOLE ELECTION TO PREPAY THIS INDEBTEDNESS IN WHOLE OR IN PART WITHOUT PENALTY.

THIS TRUST DEED is executed by the HERITAGE TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said HERITAGE TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said HERITAGE TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, HERITAGE TRUST COMPANY, - , not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President or Assistant Vice-President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

**HERITAGE TRUST COMPANY**  
as Trustee, as aforesaid, and not personally

By Linda Lee Lutz VICE PRESIDENT  
Attest Lawrence P. Freedman Friend True Officer

STATE OF ILLINOIS, ss.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named  
~~Vice President~~ and Assistant Secretary of the **HERITAGE TRUST COMPANY**,  
~~Vice President~~ and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered  
the said instrument as their own free and voluntary act and as the free and voluntary act of said **HERITAGE TRUST COMPANY** Trustee, for  
the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian  
of the corporate seal of said **Heritage Trust Company**, caused the corporate seal of said **Heritage Trust Company** to be affixed to said  
instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said **Heritage Trust Company** for  
the uses and purposes therein set forth.

Given under my hand and Seal this 2<sup>nd</sup> day of March 1992

Beth O'Heagan  
Notary Public, State of Illinois  
My Commission Expires Dec. 7, 1997

The Instalment Note mentioned in the within Trust Deed has been identified  
herewith under Identification No 2-3-1-92.

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.

## Trunk

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THOSE PARTS OF MARGARET STREET AND THORNTON-LANSING ROAD AS NOW LAID OUT IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING UNDERNEATH THE RETAINING WALL, AS BRICK BUILDINGS, AND UNDERNEATH THE TWO ONE STORY PRINCIPAL MERIDIAN, FALLING UNDERNEATH THE RETAINING WALL, AS VACATED AND AS SHOWN ON PLAT OF VACATION RECORDED MAY 31, 1979 AS DOCUMENT 24982782 ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

BEGINNING AT POINT 120 FEET SOUTH OF THE SOUTH EAST CORNER OF HARRIET AND BLACKSTONE STREETS; THENCE SOUTH ALONG THE EAST LINE OF BLACKSTONE STREET 60 FEET; THENCE EAST 150 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE THEREOF 150 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE THEREOF 150 FEET TO POINT OF BEGINNING, IN THE VILLAGE OF THORNTON, A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

BEGINNING AT A POINT 66 FEET EAST OF THE SOUTH EAST CORNER OF BLOCK 13 IN THORNTON (ACCORDING TO THE PLAT OF SAID DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH WEST 1/4 OF SECTION 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH RUNNING THENCE NORTH 180 FEET; THENCE EAST ALONG THE NORTHERN LINE OF LOT 4 IN SAID BLOCK 13 PRODUCED EAST TO THORNTON RECORD MARCH 24, 1836 IN BOOK "H" OF MAPS 74) THORNTON RECORD MARCH 24, 1836 IN BOOK "H" OF MAPS 74) DUE EAST OF THE PLACE OF BEGINNING, AND THENCE WEST ALONG CREEK, AND THENCE SOUTH ALONG THORN CREEK TO A POINT THE NORTH LINE OF MARGARET STREET PRODUCED EAST TO THE POINT OF BEGINNING, (EXCEPT THE EAST 30 FEET OF THE WEST 215 FEET OF THE NORTH 40 FEET OF SAID PREMISES), IN COOK COUNTY, ILLINOIS.

PARCEL 1:

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