

UNOFFICIAL COPY

3729676

TRUST DEED

EXECUTED IN DUPLICATE

NOTE IDENTIFIED

\*of Albany Bank and Trust Company N.A. U/T/A #11-4546

(Trust Deed Form 17) REV 8-81

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made July 29, 19 88, between Sompong Tubrung and Sumitra Tubrung, his wife

herein referred to as "Mortgagors," and ALBANY BANK & TRUST COMPANY N.A., a National Banking Association doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 One Hundred Ninety Thousand and 00/100 Dollars, evidenced by one certain Instalment Note 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 10.5% per cent per annum in instalments as follows: One Thousand Seven Hundred Ninety Three and

96/100 Dollars on the 1st day of September 19 88 and One Thousand Seven Hundred Ninety Three and 96/100

Dollars 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 August 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 after maturity at the highest lawful rate 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 Albany Bank in said City.

This loan is payable in full at the end of 5 years. At maturity or if The Holder of the Note demands payment you must repay the entire principal balance of the loan and unpaid interest then due. The Holder of the Note is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan, A late charge in the amount of 5 % of this monthly payment due hereunder will be assessed for any payment made more than 15 days after the due date.

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 there-

in, situate, lying and being in the COUNTY of Cook AND STATE OF ILLINOIS, to wit:

The East 20 feet of Lot 43 and all of Lot 44 in Block One (1) in Arthur Dunas Terminal Subdivision of the North Three-Quarters (3/4) (except the South 30 rods thereof) of the East Half (1/2) of the North West Quarter (1/4) of Section 31, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as - 5300 W. Carol, Skokie, Illinois P.I.N. 21-102-058 Prepayment Penalty - 1% prior to July 1, 1993 THIS IS A SENIOR MORTGAGE

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 under 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.

Sompong Tubrung [SEAL] Sumitra Tubrung [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 County of Cook Sompong Tubrung and Sumitra Tubrung, his wife

who are personally known to me to be the same persons, whose name they 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 Notarial Seal this day of July A. D. 1988 [Signature] Notary Public

71-72-742

Albank Prime + 4%

3729676

INSTRUCTIONS

RECORDED

CHICAGO TITLE INS

#7

71-72-742

(7)

NAME Albany Bank and Trust Company N.A. STREET 3400 West Lawrence Avenue CITY Chicago, Illinois AUG - 5 - 1967

FOR THE PROTECTION OF BOTH THE MORTGAGOR AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAME IN BEFORE THE TRUST DEED IS FILED FOR RECORD.

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

1. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed...
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...
3. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment of money sufficient either to pay the cost of replacing or to replace the premises...
4. In case of default hereunder, Trustee or the holder of the note may, but need not, make full or partial payments of principal or interest on prior secured mortgage...
5. The Trustee or the holder of the note hereby secured hereby authorized hereby making any payment relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate...
6. Mortgagee shall pay each year on or before the first day of each month, both principal and interest, when due according to the terms hereof...
7. When the conditions hereby secured shall become due, the holder of the note or Trustee shall have the right to foreclose the lien hereof...
8. Mortgagee shall pay each year on or before the first day of each month, both principal and interest, when due according to the terms hereof...
9. 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...
10. No action for the enforcement of the lien or of any greater lien hereof shall be subject to any defense which would not be good and available to the party interposing 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 as all reasonable times and access thereto shall be permitted for that purpose...
12. Trustee has no duty to examine the life, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to execute any power herein given unless expressly obligated by the terms hereof...
13. Trustee shall release the trust deed and the lien thereon by proper instrument upon a presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument has been recorded or filed in case of the resignation, liability or refusal to act of Trustee, the Recorder or Registrar of Titles, as the case may be...
15. The 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 liable for the payment of the indebtedness or any part thereof...
16. In addition to the payment of principal and interest herebefore provided, the Mortgagee shall pay each month to the holder of the note or holder of said Note 1/12th of the annual general real estate taxes, assessed or to be assessed against the premises, and 1/12th of the annual cost of fire and extended coverage insurance in an amount approved by the holder or holders of said Note...
17. For prepayment privilege, see Note hereby secured.
18. The mortgagee are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into any Article of Agreement for the sale of, leasing, renting, or in any manner transferring title to the mortgaged premises without the prior written consent of the mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the mortgagee to declare the whole of the debt immediately due and payable.
19. The real estate described herein shall secure the obligations, and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagee or Mortgagee or the successors and assigns; provided, however, that no event shall this Trust Deed secure indebtedness of the Mortgagee or to the Mortgagee in an amount exceeding \$1,000,000.00.

1282058 IN DUPLICATE 7296757

ALBANY BANK & TRUST COMPANY, N.A. 854 hereunder Identification No. The instrument Note mentioned in the within Trust Deed has been identified by

The installment Note mentioned in the within Trust Deed has been identified by

RECORDERS INDEX PURPOSES  
DESCRIPTIVE ADDRESS OF ABOVE  
3400 W. CAROL  
ST. SROKRE, ILLINOIS