

UNOFFICIAL COPY

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Rider attached to Trust Deed Dated 8/16/88 from
Dat Vo and Nhon Tu Thi Le Vo, his wife

18. Call Provision Anything in this Trust Deed or the Note secured hereby to the contrary notwithstanding, the holder of said Note shall have the option to accelerate the maturity of the Note and to declare all unpaid indebtedness secured by this Trust Deed to be immediately due and payable at any time 30 months or more after the date of said Note. The holder of said Note shall exercise its option hereunder by giving 60 days prior written notice thereof to the mortgagors.

19. Prepayment Penalty During the life of the loan, principal payments not to exceed \$ 17,500.00 may be made in any one mortgage year (non-cumulative) without premium. Principal payments in excess of said amount may be made at a premium of 5.88 % on the amount so prepaid.

If all or any part of the property or an interest therein is sold or transferred by borrower without Lender's prior consent, excluding, a) creation of a lien or encumbrance subordinate to this Mortgage, b) the creation of a purchase money security interest for household appliances, c) a transfer by devise decent or by operation of law upon the death of joint tenant or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

The terms and provisions of the note securing this Trust Deed are hereby incorporated by reference.

The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

3735751

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Property of Cook County Clerk's Office

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wherein the grantor has not been fully paid for the property...

and the grantor has not been fully paid for the property...

THIS INSTRUMENT WAS PREPARED BY:
CACHIS DEL REAL
BANK OF BAYVIEWWOOD
1025 West Lawrence Avenue
Chicago, Illinois 60640



3735751

TRUST DEED

THE ABOVE SPACE FOR RECORDER'S USE ONLY

5117097 CA
note identified

THIS INDENTURE, made August 16, 19 88, between Dat Vo and Nhon Tu Thi Le Vo, his wife

herein referred to as "Mortgagors," and BANK OF RAVENSWOOD, 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 referred to as Holders of the Note, in the principal sum of

Eighty Seven Thousand Five Hundred----(\$87,500.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BANK OF RAVENSWOOD

and delivered, and by which said Note the Mortgagors promise to pay the said principal sum and interest from date hereto on the balance of principal remaining from time to time unpaid at the rate of 11.75 percent per annum in instalments (including principal and interest) as follows:

Nine Hundred Five and 45/100----(\$905.45)----- Dollars or more on the 1st day of October 19 88, and Nine Hundred Five and 45/100--(\$905.45)----- 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 September 2013. 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; upon non-payment of any installment when due, and continuance of such default for a period of ten (10) days, a delinquency charge of 1/2 of two percent (2%) of the entire unpaid principal balance due hereunder or twenty five and no/100 - Dollars (\$25.00), whichever is greater, shall be imposed, 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 BANK OF RAVENSWOOD in said City,

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:

Darvo Nhon Tu Thi Le Vo
LOTS 51 AND 52 ~~XXXXX~~ ROSE IN BLOCK 106, IN MELROSE IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX I.D.# 15-10-105-037

SEE ATTACHED RIDER WHICH IS EXPRESSLY MADE A PART HEREOF:

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 in 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.

WITNESS the hand^s and seal^s of Mortgagors the day and year first above written.

Dat Vo | SEAL | _____ | SEAL |
Dat Vo
Nhon Tu Thi Le Vo | SEAL | _____ | SEAL |
Nhon Tu Thi Le Vo

STATE OF ILLINOIS, } I, *Darvo Nhon Tu Thi Le Vo*, 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 *Dat Vo and Nhon Tu Thi Le Vo, his wife*

who are personally known to me to be the same person^s whose name^s 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.

Given under my hand and Notarial Seal this 24th day of August 19 88.
Darius Vidigueras Notary Public
MY COMMISSION EXPIRES APRIL 2, 1990

