

# UNOFFICIAL COPY

TRUST DEED—STATUTORY, UNDER LAW OF 1879,  
WITH CLAUSE FOR RECEIVER AND INSURANCE.—ILLINOIS

NO. 206 23 550 387

GEO E COLE & CO CHICAGO  
LEGAL BLANKS

This Indenture Witnesseth, That the grantors, S. X KI JO LEE and YOUNG SOOK LEE, his wife, of the Village of North Riverside, in the County of Cook and State of Illinois, Sixteen Thousand no/100ths (\$16,000.00) for and in consideration of the sum of JOHN C. KOCIC, Trustee, in hand paid, CONVEY and WARRANT to JOHN C. KOCIC, Trustee, of the Village of North Riverside, in the County of Cook and State of Illinois, the following described real estate, to-wit: Lots 5,6,7,8, 9 and 10 in Block 4 in Komarek's West 22nd Street 3rd Addition, being a Subdivision of the East Half of the North West Quarter of Section 26, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois,

Instrument prepared by:  
IRWIN J. M. NRIK, Atty at Law,  
6725 Stanley Ave., Berwyn, Ill.

Riverside, situated in the Village of North Riverside, Cook and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment or a breach of any of the covenants or agreements herein contained; in trust nevertheless, for the following purposes:

Whereas, The said S. X KI JO LEE and YOUNG SOOK LEE, his wife, Grantor S. X KI JO LEE and YOUNG SOOK LEE, his wife, herein justly indebted upon their Promissory Note, bearing even date herewith, payable to the order of BEARBR, in the principal sum of \$16,000.00 p. m. payable as follows: \$194.13 or more on 8-1-76; \$194.13 or more per month commencing on September 1, 1976, until such time as the principal sum, together with interest at the rate of 8% per annum on the amount remaining from time to time unpaid shall be paid in full, with a final payment of all principal and interest due on or before June 30, 1986.

If in default be made in the payment of the said Promissory Note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, in such case, the said principal sum and interest, secured by the said Promissory Note, shall thereupon, at the option of the legal holder or holders thereof, become immediately due and payable; and on the application of the legal holder of said Promissory Note, or either of them, it shall be lawful for the said grantor, or his successor in trust, to enter into and upon and take possession of the premises herein granted, or any part thereof, and to collect and receive all rents, issues and profits thereof; and, in his own name or otherwise, to file a bill of sale in any court having jurisdiction therof against the said party of the first part, THEIR heirs, executors, administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purpose herein specified, by said party of the first part, at such time or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or persons who may be appointed to execute the trust, and THEIR attorney's fees, and also all other expenses of such suit, including the premiums advanced for insurance, taxes and other like assessments, with interest thereon at seven per cent per annum, then to pay the principal of said note, whether due and payable by the terms thereof or the option of the legal holder thereof, and all interest due thereon, rendering the overplus, if any, unto the said party of the first part, or to their legal representatives or assigns, on reasonable request, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And it is further provided and agreed, that upon the filing of any bill of complaint in any court having jurisdiction thereto, to foreclose this Trust Deed, such court may at once upon application therefor, appoint a receiver, or receiver and manager, or any suitable person, receiver, with power to receive and collect the rents, issues and profits arising out of the said premises, and apply the same toward the payment of the expenses and costs in such proceeding, and any remainder upon said indebtedness; and that said receiver shall have the full power of receivers, and such other power in the premises as to said Court shall seem proper.

And said first party hereby agrees, that THEY will, in due season, pay all taxes and assessments on said premises, and will keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured in such company or companies and for an amount (not exceeding the amount of said indebtedness), as said second party, or the holder of said note, may from time to time direct, and will properly assign each policy or policies of insurance to said party of the second part as further security for the indebtedness aforesaid. And in case of the refusal or neglect of said party of the first part to insure, or assign the policies of insurance, or to pay such taxes and assessments, then said JOHN C. KOCIC, the holder of said note, may procure such insurance, or pay such taxes and assessments, and such additional indebtedness, as shall become so much additional indebtedness, secured to be paid by this Trust Deed.

When the said note and all expenses according under this Trust Deed shall be fully paid, by said grantor or his successor or legal representatives shall re-convey all of said premises remaining unpaid to the said grantor, or his heirs or assigns, upon receiving his reasonable charges therefor; in case of his death, reorganization, JOHN C. KOCIC, Cook County, or other inability to act of said grantor, JOHN C. KOCIC, the holder of said note, is hereby appointed and made successor in trust herein, with like power and authority, as is hereby vested in said grantor. It is agreed that said grantor shall pay all costs and attorney's fees incurred or paid by said grantor or the holder of said note. In any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note, and that the same shall be a lien on said premises, and may be mortgaged in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness, The hand S and seal S of the said grantor, this 1st day of July, A.D. 76

KI JO LEE KI JO LEE (SEAL)

YOUNG SOOK LEE YOUNG SOOK LEE (SEAL)

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# UNOFFICIAL COPY

RECORDER OF DEEDS  
COOK COUNTY ILLINOIS

State of ILLINOIS

County of COOK

1976 JUL 8 PM 12 03

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{ss.

IRWIN J. MINARIK, a Notary Public,

in and for said County, in the

State aforesaid, Do hereby Certify, That KI JO LEE and YOUNG SOOK LEE,

his wife,

personally known to me to be the same person, 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 Notarial seal, this

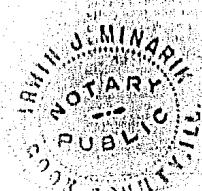
1st day of July A. D. 1976

Irwin J. Minarik

IRWIN J. MINARIK

"Notary Public"

My commission expires 3-8-78



## TRUST DEED

STATUTORY FORM  
With Clauses for Receiver and Insurance

KI JO LEE, et ux

TO

JOHN C. ROCIC, Trustee

Address of premises:  
8545 W. Cermak Rd.,  
North Riverside, Ill. 60546

IRWIN J. MINARIK  
ATTORNEY AT LAW  
6725 STANLEY AVENUE  
BERWYN, ILLINOIS 60402  
PHONE 708-593-7200

GEORGE E. COLE, COMPANY

THIS IS THE RECORDED DOCUMENT