UNOFFICIAL COPY

LEG	GE E. COLE® AL FORMS	FORM No. 206								
_		September, 1975		·:#01	e.			Ale	ور يونون ا	4. July
_	TRUST D	EED (Illinois) Note Form 1448 ts Including interest)		miné GORD	2		2/125	- 0008. 	SER OF	DEEDS
(M	onthly paymen	ts Including interest)	ar 9	1 36 PH '78	}		~300	77061 _{*2}	435	706
56		·	T			The Above Sp	ace For Record			
THIS IN	DENTURE,	made <u>March</u>	7th_	19_7.8	L_, bet	JONG	KOO KIM AN	D MYUNG HEE	KIM,	his
FIRST	NATIONAL	BANK OF SKOK	IE, A	National Ba	nkin	g Associat	: <i>:</i>	herein referred to a	. •	
herein rei	of the Ur ferred to as ' Installment N	rited States of "Trustee," witnesseth	f Amer That, V	rica Whereas Mortgagor executed by Mor	rs are	justly indebted made payable	to the legal h	older of a princip	al prom	issory n
F										
nd Celive	ered, in and b	y which note Mortga	gors proi	mise to pay the pr	incipal	sum of Dollar	rs, and interest	fxxxx	ila oo,	/ 100
On te br	ance of princ	cipal remaining from	time to Four	time unpaid at the	e rate on tv. S	of <u>8-3/4</u> Seven and 5	per cent per a	nnum, such princip 27, 52) or mo	oal sum a	and inte
On the	²⁵ ኒበ day (of April	., 19_7.8	, andFour_l	Hundr	red_Twenty_	Seven_and	_52/100_(\$42	7.52)	or/Doi
Sooner pai	id, shall be d	of each and every mo	lay of	March-2003.	xt0x	cx; all such	payments on a	ecount of the ind	ebtedness	s eviden
by enid no	ota to be on	lied first to accessed	nd unna	id interest on the	hicanu	principal balance	re and the rema	inder to principal:	the port	ion of a
ILLINO	pexxoux pax OIS	priest legal r priest legal r driver an such	ate of ayments	being made payable	le at	FIRST NATI	ONAL BANK	OF SKOKIE,	SKOKIE	E,
at the elect	tion of the leg	at such other place as gal holder the of and payable, at the place	without of paymen	notice, the principa nt aforesaid, in case	al sum : e defaul	remaining unpai It shall occur in	id thereon, toget the payment. wi	ther with accrued in then due, of any ins	nterest th tallment	ereon, s
or interest contained	in accordance	e with the erms there Deed (in which even waive presents ent	of or in o	case default shall o may be made at a	occur an	nd continue for e after the expir	three days in th ation of said th	e performance of ree days, without	any other notice), a	r agreen
parties the NOW	reto severally THEREFOR	waive present rent RE, to secure the rese e mentioned note a	or paymo	ent, notice of dishe the said principal	onor, pi	rotest and notice	e of protest. iterest in accor	dance with the te	rms, pro	visions
limitations Mortgagor	of the above	e mentioned note a ormed, and also in esents CONVEY and	l of this or iderat	Trust Deed, and	the per of One	rformance of the	e covenants and paid, the rece	d agreements herei	n contair reby ack	ned, by nowled
and all of	their estate, Glenview	right, title and intere	st the rein	n, situate, lying and	d being	g in the Vi	llage of			
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part of	the Sout	ia being a Sub th West 1/4 of	the S	Souti West 1	/4and	d part of	the South	East 1/4 of	the S	outh
West 1/	4 of Sect	tion 12, Towns Illinois.**	hip 4:	l North, Ran	ge 12	2, East of	the Third	Principal N	Meridi	an,
111 COOK	country,	TITINOIS.			3					
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which, with	h the propert	y hereinafter describ	ed, is ref	erred to herein as	the "p	prer .ses,"		ached & Made		
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 \star bluwing are the covenants, conditions and provisions referred to on page 1 (the reverse side \star this trust deed) and which form a part of the trust deed which there begins:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

Mortgagors 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 the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either 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, under insurance obtains payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard morter and the companies of the policy and shall deliver all policies, including additional and renewal policies, to holders of the note, and in ase of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

ase I insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

It case of default therein. Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore require 10. Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior enc. inb. neces, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax also of refetiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all exp ase paid or incurred in connection therewith, including reasonable attorneys fees, and any other moneys advanced by Trustee or the holders of the 10. To protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action is not an authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notic, and with interest thereon at the rate of eight per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a vaive of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or t'e holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statem 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.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders or in principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall notwithstanding anything in the pracip. I note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of all occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

8. The proceeds of any foreclosure sale of the premises shall be distribut a and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such it ms as are mentioned in the preceding paragraph hereof; see and, all other items which under the terms hereof constitute secured indebtecness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining and fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust De. d., ie Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, within the such complaint is filed may appoint a foreign of Mortgagors at the time of application for such receiver and without regard to the the val e 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 still and, in case of a sele and a deficiency, during the product of the receiver, would be entitled to collect such rents, issues and profits, and all other powers which is a super a profit of the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which is a special savery or are usual 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 index edness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or becore is sup rior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale as defice.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject o 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 holders of the note shall have the right to inspect the premises at all reasonable times are access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be coligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable to 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 he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof 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 principal 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, 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 principal note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. 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 death, resignation, inability or refusal to act of Trustee, shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second 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.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through ortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTER, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

Vice President

Trustee

UNOFFICIAL COPY

CIDE

Parties of the first part, jointly and severally further covenant and agree:

That they will pay each month, in addition to the principal and interest, as one monthly payment, an amount equal to 1/12 of the annual taxes, and special assessment installments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which party of the first part further agrees to secure said bills and deliver obtain said bills; nor to advance any funds beyond those it holds, and the shall have sole discretion in their allocation and payment and it ahall have the right to pay bills for the above as rendered: shall have the right to pay bills for the above as rendered;

They will not sell the property herein conveyed nor make any conveyance of the title of said property, nor in any way effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the note secured hereby shall then become due and nevable at sole election of holder of Note. or Cook County Clark's Office

END OF RECORDED DOCUME