

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

25662283

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That CHONG TAE LEE and YOUNG OCK LEE, his wife, and  
and HUNG YOUNG LEE and WON NAM LEE, his wife,  
(hereinafter called the Grantor), of 4512 Sunnyside, Brookfield, Illinois 60513  
(No. and Street) (City) (State)

for and in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and other valuable  
in hand paid, CONVEY AND WARRANT to KOREA FIRST BANK considerations  
of 11 East Adams Street, Chicago, Illinois 60603  
(No. and Street) (City) (State)

to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Brookfield County of Cook and State of Illinois, to-wit:

Lot 19 and East 1/2 of the vacated alley lying West of and adjoining thereon in Block 11 in Oliver Salinger and Company's Bungalow Park, being a Subdivision of part of Section 3, Township 38 North, Range 12, East of the Third Principal Meridian as per plat thereof recorded October 18, 1921 as Document No. 7299660, in Cook County, Illinois.

The Grantors-Borrowers represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of "An Act in relation to the rate of interest of other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1977 ILL. REV. STAT., Ch. 74, Sec. 4(c).

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor S, CHONG TAE LEE and YOUNG OCK LEE, his wife, are  
one and HUNG YOUNG LEE and WON NAM LEE, his wife  
justly indebted upon one principal promissory note bearing even date herewith, payable in the principal amount of US \$100,000.00, payable on demand, with interest as provided therein. The Grantor covenants and agrees to pay said indebtedness and the interest thereon as herein or in said note provided, and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the Grantor to the Trustee herein or its successors in trust, howsoever created or arising, whether under any instrument, agreements, guarantees or dealings of any and every kind now existing or hereafter entered into between the Grantor and the Trustee or otherwise and whether direct, indirect primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that no said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both the same as if all of said indebtedness had then matured by its terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any deed that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is CHONG TAE LEE and YOUNG OCK LEE, his wife, and  
HUNG YOUNG LEE and WON NAM LEE  
IN THE EVENT of the death or removal from said County of Cook of his resignation, refusal or failure to act as Recorder of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor S this 17th day of October 19 80.

Hung Young Lee (SEAL)  
Chong Tae Lee (SEAL)  
Young Ock Lee (SEAL)

This instrument was prepared by Won Nam Lee K. Y. Shim, attorney at law, 77 W. Washington St.  
(NAME AND ADDRESS) Chicago, IL 60602

25662283

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1980 NOV 12 PM 1 23

STATE OF ILLINOIS NOV-12-80 3 7 4 6 0 1 25662205 10.15  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHONG TAE LEE and YOUNG OCK LEE, his wife, and HUNG YOUNG LEE and WON-NAM LEE, his wife, personally known to me to be the same persons 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 31<sup>st</sup> day of October 1980

(Impress Seal Here)

Notary Public

Commission Expires 2-17-1982



BOX No.  
SECOND MORTGAGE  
Trust Deed

TO

MAIL TO:

Korea Frist Bank  
11 E. Adams Street  
Chicago, Illinois 60603  
Attn: S.P.Hong

25662205  
GEORGE E. COLE  
LEGAL FORMS

END OF RECORDED DOCUMENT