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25353723

TRUST DEED - SECOND MORTGAGE FORM (Illinois)

THIS INDENTURE, WITNESSETH, That YONG HAE KIM and YONG SOOK KIM, his wife

(hereinafter called the Grantor), of 761 Kent Court, Hanover Park, Illinois
(NUMBER AND STREET) (CITY) (STATE)

for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars

in hand paid, CONVEY AND WARRANT to KOREA EXCHANGE BANK
of 33 North Dearborn Street, Chicago, Illinois
(NUMBER AND STREET) (CITY)

and 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 Hanover Park County of Cook and State of Illinois, to-wit:

Lot 37 in Block 65 in Hanover Highlands, Unit No. 9, a Subdivision in the Northeast Quarter of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 1, 1969 as Document Number 20 828 255, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the non-need 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 YONG HAE KIM and YONG SOOK KIM, his wife

justly indebted upon _____ principal promissory note bearing even date herewith, payable

in the principal amount of US\$13,000.00 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(s) 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 prior to the due date 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, or removal or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to 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 approved by the Trustee herein, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interest may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior taxes, taxes, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor 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 the maximum rate provided by law and shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, be immediately due and payable, and with interest thereon from time of such breach at the maximum rate provided by law and 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 express 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 holder 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 decree 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 his 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.

IN THE EVENT of the death or removal from said _____ County of the grantee, or of his resignation, refusal or failure to act, then _____ 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 - This 5th day of February, 1980

Yong Hae Kim (SEAL)
YONG HAE KIM
Yong Sook Kim (SEAL)
YONG SOOK KIM

Identification No. _____

This is to certify that this is the Trust Deed described in note of even date.

By _____ TRUSTEE

This instrument was prepared by Jay H. Kim, attorney at law, 3254 W. Lawrence Avenue, Suite 202, Chicago, Illinois.

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1980 FEB 7 AM 12 14

RECORDED IN DEPT. OF CLERK OF COOK COUNTY RECORDS

RECORDER *Anthony J. Kelly*

STATE OF Illinois

COUNTY OF Cook

FEB-7-80 246143

25353723 A - REC

10.15

I, Jay H. Kim

a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that YONG HAE KIM and YONG SOOK KIM, his wife

personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me, and acknowledged that they signed, sealed and delivered the said instrument as their free and lawful act and purposes therein set forth, including the release and waiver of the right of homestead.

Notarial seal this 5th day of February, 19 80.



Jay Kim
Notary Public

Commission Expires March 7, 1982



25353723

BOX NO. 490

SECOND MORTGAGE

Trust Deed

TO



Mail to:

Korea Exchange Bank
Chicago Branch
33 N. Dearborn St.
Chicago, IL 60602

END OF RECORDED DOCUMENT