

UNOFFICIAL COPY

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

25396094

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That DU HWAN KIM and SUZIE AHN KIM, his wife,
 (hereinafter called the Grantor), of 5826 Emerson, Morton Grove, Illinois (State)
 for and in consideration of the sum of Ten & No/100ths (\$10.00) Dollars and other valuable considerations
 in hand paid, CONVEY AND WARRANT to KOREA EXCHANGE BANK
 of 33 North Dearborn Street, Chicago, Illinois 60602 (City) (State)
 and his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-
 lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures,
 and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village
 of Morton Grove County of Cook and State of Illinois, to-wit:

Lot 68 in N. J. Rizzo's Capri Cove, a subdivision in the East half
 of Section 17, Township 41 North, Range 13, East of the Third
 Principal Meridian, 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 Grantors DU HWAN KIM and SUZIE AHN KIM, his wife,
 justly indebted upon ONE Principal promissory note bearing even date herewith, payable
 in the principal amount of US \$ 30,000.00, 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, how or ever 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) to cause 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 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, to the Trustee herein as their interests may appear, which
 policies shall be left and remain with the said Mortgagees or Trustees until the full 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 in equity, 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 fore-
 closure hereof—including reasonable attorney's fees, charges for documentary evidence, stenographer's charges, cost of procuring a com-
 pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the same
 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 decree that may be rendered in such foreclosure proceedings; which proceeding, whether a
 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 with-
 out 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: DU HWAN KIM and SUZIE AHN KIM, his wife.

IN THE EVENT of the death or removal from said Cook 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 Grantors this 15th day of March, 19 80

Du Hwan Kim (SEAL)
Suzie Ahn Kim (SEAL)
 Du Hwan Kim
 Suzie Ahn Kim

This instrument was prepared by K. Y. Shim, Attorney at Law, 77 W. Washington St.,
 (NAME AND ADDRESS) Chicago, IL 60602

25396094

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1980 MAR 19

STATE OF Illinois COUNTY OF Cook MAR 19 1980 ss2 67952 25396094 10.15

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

DU HWAN KIM and SUZIE AHN KIM, his wife, 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, including the release and waiver of the right of homestead.

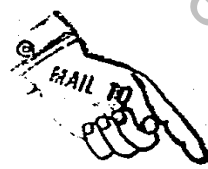
Given under my hand and notarial seal this 17th day of March, 1980.

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires 2-17-82

10⁰⁰ MAIL



BOX No.

SECOND MORTGAGE
Trust Deed

TO

M.A.L TO: Korea Exchange Bank
33 N. Dearborn St.
Chicago, Ill. 60602

GEORGE E. COLE
LEGAL FORMS

END OF RECORDED DOCUMENT