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TRUST DEED-SECOND MORTGAGE FORM (ILLINOIS)

26742378

This Indenture, WITNESSETH, That the Grantor
MICHAEL CHIN KIM, a/k/a YANG CHIN KIM & SOON NYO KIM, HIS WIFE
of the City of Chicago County of Cook and State of Illinois
for and in consideration of the sum of THIRTY FOUR HUNDRED THIRTEEN & 88/100 Dollars
in hand paid, CONVEY AND WARRANT to JOSEPH DEZONNA, Trustee
of the City of Chicago County of Cook and State of Illinois
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, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Chicago County of Cook and State of Illinois, to-wit:
The West 25.33 feet of Lot 9 in Block 5 in the Subdivision of Blocks
4 & 5 in Forest Glen, being a Subdivision of the Northeast fractional
Quarter of Section 9 Township 40 North, Range 13, East of the Third
Principal Meridian, commonly known as, 5040 W. Berwyn, Chicago, IL

Herby 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 MICHAEL CHIN KIM, a/k/a YANG CHIN KIM & SOON NYO KIM, HIS WIFE
justly indebted upon their one principal promissory note bearing even date herewith, payable
TOP LINE HOME IMPROVEMENT CO., for the sum of THIRTY FOUR HUNDRED
THIRTEEN AND 88/100 (\$3413.88) dollars
payable in 36 successive monthly instalments each of 94.83 due
on the note commencing on the 26th day of Sept. 1983, and on the same date of
each month thereafter, until paid, with interest after maturity at the highest
lawful rate.

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THE GRANTOR, covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note provided, according to an agreement existing this day of Sept. 21, to pay off in full in the first day of June in each year, all taxes, assessments, against said premises, and on the same day to pay off therefrom, (2) to retain possession of all buildings and improvements on said premises, until such time that they have been destroyed or damaged; (3) that waste of said premises shall not be committed or suffered; (4) to keep all buildings now or at any time on said premises in repair in a reasonable manner; (5) to keep all trees and shrubs on said premises in good condition without damage, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be a much additional indebtedness accrued, which 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 stand and be declared due and payable immediately, and the same to be recovered by suit at law, or in equity, or in any other legal proceeding, and seven 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 express terms.

In the Event of failure to insure, or pay taxes or assessments, or the same in arrears, or the interest thereon when due, the grantee or the title of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title defect or damage or expense, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be a much additional indebtedness accrued, which 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 stand and be declared due and payable immediately, and the same to be recovered by suit at law, or in equity, or in any other legal proceeding, and seven 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 express terms.

In the event of acceptance by the grantor, that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof, including reasonable collector'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, whether criminal or civil, for the recovery of said premises, or the same in arrears, or the interest thereon, or any action for damages, 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 grantor, whether defendant or plaintiff, shall not be damaged, nor a release hereof given, until all such expenses and disbursements, and all other expenses and costs, including attorney's fees, and expenses of court, shall be paid by the grantee, or his assignee, or his heirs, executors, administrators, and assigns of said grantor, ...waive... all right to the possession of, and income from, and practices pending such foreclosure proceedings, and agree that said the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor,... or to any party claiming under said grantor,... appoints a receiver to take possession or charge of, and demands with power to collect the rents, issues and profits of the said premises.

IN THE EVENT OF THE DEATH, REMOVAL OR ABSENCE FROM SAID COOK COUNTY, OR OF THE GRANTEE, OR OF HIS REFUSAL OR FAILURE TO ACT, THEN
THOMAS S. LARSEN, 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 15th day of August A.D. 1983

*Yang Chin Kim / Michael C. (SEAL)
Soon Nyo Kim (SEAL)
Gone w/c 11- (SEAL)*

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State of Illinois
County of Cook } ss.

I, JOANNE E. KOLODZIEJ

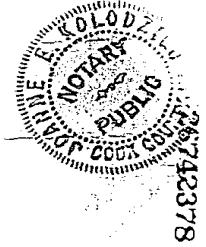
a Notary Public in and for said County, in the State aforesaid, do hereby certify that
YANG CHIN KIM AND SOON NYO KIM
MICHAEL CHIN KIM

personally known to me to be the same persons whose name is affixed 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.

Sub under my hand and Notarial Seal, this AUGUST 15, 1983
day of A. D. 19

Joanne E. Kolodziej
Notary Public

MY COMMISSION EXPIRES 6-27-87



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22 AUG 03 10:20



Box No. 246

SECOND MORTGAGE

Trust Deed

MICHAEL CHIN KIM a/k/a YANG

CHIN KIM & SOON NYO KIM, his wife

TO

JOSEPH DEZONNA, Trustee

THIS INSTRUMENT WAS PREPARED BY:

L. J. LaMotte

NORTHEAST NATIONAL BANK
3985 N. Milwaukee Avenue
Chicago, IL 60641

86142378

END OF RECORDED DOCUMENT