

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26944887

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That HYDE PARK BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated June 6, 1978 and known as Trust Number 450, not personally, (hereinafter called the Grantor), of 1525 E. 53rd Street, Chicago, Illinois 60615, (No. and Street) (City) (State)

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

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 Glencoe County of Cook and State of Illinois, to-wit:

The Westernly half of Lot 7 in Woodland, being a subdivision in the South West quarter of Section 8, Township 42 North, Range 13, East of the Third Principal Meridian in Village of Glencoe according to the plat thereof recorded November 11, 1907 as Document 4124406, all 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 Hyde Park Bank and Trust Company as Trustee under Trust No. 450, and not personally, 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(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 dealing of any and every kind now existing or hereafter entered into between the Grantor and the Trustee or otherwise and whether direct, interest, 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 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 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 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 CURRENT rate 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 CURRENT rate, 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 the 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, delays 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 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 heretofore 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 of this is: HYDE PARK BANK & TRUST COMPANY, as Trustee under Trust No. 450.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, him 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.

Attached exculpatory clause made part hereof. Witness the hand and seal of the Grantor this 23rd day of January 1978 HYDE PARK BANK AND TRUST COMPANY as trustee under provisions of a Trust Agreement dated June 6, 1978 and known as Trust No. 450 (SEAL)

by W. T. Doody (Seal) (AL)

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

File of papers...

26944887

UNOFFICIAL COPY

Property of Cook County Clerk's Office

26944887

This mortgage is executed by HYDE PARK BANK AND TRUST COMPANY, not individually, but as Trustee under its Trust No. _____, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HYDE PARK BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on HYDE PARK BANK AND TRUST COMPANY individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgages, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as HYDE PARK BANK AND TRUST COMPANY individually, its successors and assigns are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the promises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way effect the personal liability of any co-makers, co-signers or endorsers.

... and under a part of 720 1/2 ...

26 JAN 84 9:34

STATE OF _____ JAN-26-84 830718 26944887 A - REC 11.20
COUNTY OF _____ ss.

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

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____ day of _____ 19 _____

(Impress Seal Here)

Notary Public

Commission Expires _____

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Dorothy Brooks, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Maurice M. Glatt, vice president and W. T. Doody, asst. secretary of the HYDE PARK BANK AND TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such vice president and asst. secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said HYDE PARK BANK AND TRUST COMPANY for the uses and purposes therein set forth, and caused its corporate seal of said bank to be thereto attached.

GIVEN under my hand and notarial seal, this 1-24-84 day of January A.D. 1984.

Dorothy Brooks
Notary Public *Exp. June 1986*

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M.A. 113

26944887

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____

MAIL TO:
Korea First Bank
11 E. Adams Street
Chicago, Illinois 60603

GEORGE E. COLE®
LEGAL FORMS

