

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
September, 1975

26390853

GEORGE E. COLE*
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That HWA CHUN SIN, HAENG CHA SIN and KIHO SIN
(hereinafter called the Grantor), of 1629 West Greenleaf - Unit 107 Chicago Illinois
(No. and Street) (City) (State)
for and in consideration of the sum of FOUR THOUSAND FIVE HUNDRED and NO/00 (\$4,500.00) Dollars
in hand paid to CONVEY AND WARRANT to ELIZABETH MILENKOVIC or ELIZABETH MARKOPOULOS
of 5325 West Wrightwood Chicago Illinois
(No. and Street) (City) (State)
and to his successor 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 City
of Chicago County of Cook and State of Illinois, to-wit:

Unit 107 as delineated on survey of the following described parcel of real estate (hereinafter referred to as Parcel): Lots 17, 18 and 19 in block 27 in Rogers Park, in Sections 30, 31 and 32 Township 41 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to Declaration of Condominium made by Maywood-Proviso State Bank, as Trustee under Trust Agreement dated January 11, 1973 and known as Trust Number 3107 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document 23321115, together with an undivided 4.30 per cent interest in common elements in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey) in Cook County, Illinois.

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 HWA CHUN SIN, HAENG CHA SIN and KIHO SIN justly indebted upon FOUR THOUSAND FIVE HUNDRED and NO/00 (\$4,500.00) bearing even date herewith, payable in installments as follows: Forty-six and 46/00 (\$46.46) Dollars on the 21st day of November, 1982, and Forty-six and 46/00 (\$46.46) Dollars on the 21st day of each month thereafter, to and including the 21st day of August, 1987, with a final payment of the balance due in the amount of Four Thousand Three Hundred Eighty-three and NO/00 (\$4,383.00) Dollars on the 30th day of September, 1987, amortized over a term of 29 years with interest on the principal balance from time to time unpaid at the rate of 12 per cent per annum payable monthly with each installment of principal. Each of said installments of principal shall bear interest after maturity at the rate of 18 per cent per annum, and the said payments of both principal and interest are to be made at Chicago, Illinois.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon 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 interest may appear, which policies shall be left and remain with the said Mortgagee 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 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, if 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 and 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 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 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 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 second owner is: ELIZABETH MILENKOVIC or ELIZABETH MARKOPOULOS

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 Alan J. Wolf, 69 W. Washington, Chicago, IL 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 21st day of October, 19 82

Hwa Chun Sin (SEAL)
Haeng Cha Sin (SEAL)
Kiho Sin (SEAL)

This instrument was prepared by Alan J. Wolf, Esq. Robbins, Coe, Rubinstein & Associates, 69 W. Washington St., Suite 1600, Chicago, IL. 60602

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UNOFFICIAL COPY

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STATE OF ILLINOIS OCT-25-82 6 5 2 6 2 6 26390853 -- REC 10.20
COUNTY OF COOK

I, Sharon Mayrent, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HWA CHUN SIN, HAENG CHA SIN and KIHO SIN

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 them instead.

Witnessed by my hand and notarial seal this 21st day of October, 1982.



Sharon Mayrent
Notary Public

PLEASE MAIL TO:

SHARON MAYRENT
ROBBINS, COE, RUBINSTEIN & SHAFRAN, LTD.
69 W. WASHINGTON STREET
SUITE 1600
CHICAGO, IL 60602



26390853

GEORGE E. COLE
LEGAL FORMS

BOX No. _____
SECOND MORTGAGE
Trust Deed
HWA CHUN SIN, HAENG CHA SIN
and KIHO SIN
TO
ELIZABETH MILANKOVIC OF
ELIZABETH MARKOPOULOS

END OF RECORDED DOCUMENT