THARGE TO CHUP02930

TRUST DEED

(The Note Contains Provisions for Periodic Adjustments in the Interest Rate)

THIS INDENTURE, made November 28,

Soongook Choi and Myonghi S. Choi, his wife herein referred to as "Mortgagors." and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein re-

herein referred to as "Mortagaors," and chilcAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE witnesseth:

HAT, WHEREAS the Mortagaors are justly indebted to the legal holders of the Adjustable Rate Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Forty Six Thousand Three Hundred Ninty, eight and no/100 1636, 3981 Dollars, evidenced by one certain Adjustable Rate Installment Note of the Mortagaors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 1, 1984 on the balance of principal remaining from time to time unpaid at the "Initial Rate of Interest" of 15 % Said Note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner.

- Commencing in 1985 said Interest Rate may be adjusted by the Holders of the Note on the first day of June (month), and on the same day every (6th month) 2000 (2000) (MXXXXXXXX Interestier, each such date being hereinafter referred to as the "Change Date:"
- Changes in the Interest Rate shall be based upon changes in the "Index." The Index shall be [select only one Index]:
  - f The national everage mortgage contract rate for major lenders on the purchase of previously occupied homes, as co F. dera stome Luan-Bank Board, published in the Board's Journal, and made available in news releases;
  - (i) The average cost of funds to FSEIC-insured.savings and loan associations, either for all Federal Home Loan Bank Districts or for a part District 7 Districts, as computed semi-annually by the Federal Home Loan Bank Board, published in the Board's Journal, and made available in release
  - (iii) The mon ..., average of weekly auction rates on United States Treasury bills with a maturity of three months or six months, as published in the Federal Reserve Board in Statistical Release G.13(415) during the first-week of each month:

  - (iv) The mon..., or rage yield on United States Treasury securities adjusted to a constant maturity of one, two, three, or five years, as published the Federal Reserve dulletin and made available by the Federal Reserve Board in Statistical Release B. 13(1)) during the first week of each month; of the Prime rat, of interest of Continental Illinois National Bank (niter)
  - and Trust Company of Chicago.

    If this Index is no longer a was to the Holders of the Note shall select an alternative legally sufficient Index and shall mail notice thereof to Mortgagors. Said note has an "right Index" figure of 11 3/4%. The most recently available Index figure as of the date 45 days prior to each Change Date shall a "to "virgent Index."
- Prior to each Change Date, the Holde is of the Nile shall determine any change in the interest rate, and shall calculate the amount of the difference, if any, between the Current Index and the "gir a Index. In the event that the Current Index exceeds the Original Index, the Holders of the Note MAY add the difference to the Initial Rate of Interess rounded off to the nearest one-eighth of 1% per annum. In the event that the current index is less than the Original Index, the Holders of the Note SF ALL subtract the difference from the Original Rate of Interest; provided, if the difference in increase or in decrease is less than one-sixteenth of 1% per annum, to interest rate shall not change.
  - Upon any change in the interest rate, the Holders of the Not, shall revise the monthly payment on the note to the extent sufficient to repay the outstanding principal balance in full on December 1, 1989 (the maturity date) at the new interest rate in substantially equal payments.
- ments.

  The new interest rate shall become effective on each Chang. Dat and any resulting change in the monthly payment shall become effective on the date of the first monthly payment thereafter and shall remain in over until said amount is again changed or the Note is fully repaid.

  At least 10, but not more than 45 days prior to any change in the most of monthly payments, the Holders of the Note shall send written notice to the Mortgagors, which notice shall include the information required by b and telephone number of a Holder of the Note or an agent or employee of a Holder of the Note who can enswer questions about one notice.

All payments on account of the indebtedness evidenced by Said Adjustable Kate. For age Note shall be applied first to interest on the unpaid principal ance and the remainder to principal, and all of said principal and interest are made, aga' e at such banking house or trust company in Despirational principal and interest are made, aga' e at such banking house or trust company in Despirational principal in the absence of such appointment, then at the office in investment in said City.

All payments on account of the interest and all of said principal and interest are interest are interest of the absence of source approximately as the Holders of the Note may, from time to time in writing, appoint, of in the absence of source approximately in said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of mr ley and aid interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein untained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged. The uses presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, the arm interest therein, situate, lying and being in the COUNTY OF COOK.

AND STATE OF FLLINOS, to wit:

feet of lot 2 in owners subdivision (except the West 50.0 feet there of part of section 11 township 41 North, range 12 east of the third principal meridian, in (ook County, Illinois.

Prepared By: Jack Barrish 221 N. LaSalle Street Chicago, Il. 60601

COOK COUNTY, ILLINOIS FILED FOR RECORD

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements. fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof or so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, effigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, without shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits of the Mortgagors to hereby expressly release and waive.

This trust deed consists of 1 pages. The covenants, conditions and provisions appearing on page 2 are incorporated herein by reference and are a part hereof and shall be binding of the mortgagors, their heirs, successors and assigns.

WITHEST THE PROPERTY OF THE PROPERTY 1. R. CAH'LL
a Notary Public in and for and residing in said County, in the State aforesaid, DEN HEREBY CERTIFY THAT MYONG 1. S. Choi and Soongook Choix STATE OF ILLINOIS personally known to me to be the same person s. whose name are subscribed to the foregoing instrument, appeared to the subscribed to the signed, sealed and signed, sealed and County of Cock

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 pur

- T#	C
Given under my hand and Notarial Seal this 28 TH	day of
November 19,34	
120 201 (30) Calill	Natary Dublic

Notarial Seal

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PACE! (THE REVERSE SIDE OF THIS TAUST DEED):

1. Mortgarers that (c) promptly region, returner or rebuilt any beddings or designed on the provision of the control of destroyed, (c), the passed permitters in good endottened and grows within a ware, and fine for memberate in which the provision of the control o

. ...

(MPORTANT) FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

702930 Identification No. CHICAGO TITLE AND TRUST COMPANY.

Trustee.

Assistant Secfebry/Aspribant Vice President Assistant Secretary/Ass

MAIL TO: Jack Barrish 221 N. LaSalle Street **RECORDERS BOX 333** 

3219 Warrison-Street

Glenview, Illinois

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 357 される はないない

Suite 563 \_Chicago, Illinois 60601

PLACE IN RECORDER'S OFFICE BOX NUMBER

## FFICIAL

## ADDENDUM TO VARIABLE RATE NOTE/MORTGAGE

This /dderdum modifies the provision of that certain Variable l'ortgage
Rate Note/(hereirafter collectively with this Addendum referred to as the "Note") ditel lovember 28, 1984 between Chicago Title and Trust Company, Trust e and Myonghi S. Choi and Soongook Choi, makers.

- 1. The undersigned s. all have the right to prepay the Note in full or in part, at any time.
- 2. This loan is payable in fall upon the occurrence of any event of default as defined herein. In the event of default, Borrowers must repay the entire principal balance of the loan and unpaid interest then accrued, whether or not then otherwise (u.). There is under no obligation to refinance the loan at that time porrowers are therefore, required to make payment out of other assits that they may own, or they will have to find a Lender, which may be the bank you have this loan with, willing to lend the money.
- 3. If all or any part of the real estate collateral security repayment of the Note (the "Real Estate") or an interest therein is sold or transferred by the undersigned without the Holder's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the mortgage securing this Note (the "Mortgage"), (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the Holder may, at the Holder's option, declare all the sums secured by the Mortgage to be immediately due and payable. The Holder shall have waived such option to accelerate if, prior to the sale or transfer, the Holder and the

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person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Holder and that the interest payable on the sum secured by the Mortgage shall be at such rate as the Holder shall requert. If the Holder has waived the option to accelerate provided in this paragraph 3, and if the undersigned's successor in interest has executed a written assumption agreement accepted in writing by the Holder, the Holder shall release the undersigned from all obligations under the Mortgage and the Note.

If the Molder exercises such option to accelerate, the Molder shall mail the undersigned notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which the indersigned may pay the sums declared due. If the undersigned rails to pay such sums prior to the expiration of such period, the holder may, without further notice or demand on the undersigned, invoke any remedies permitted by terms of the Mortgage.

4. The undersigned agree(s) to pay, in the event any plyment due hereunder is delinquent for any period of time, interest curing the period of delinquency at a rate of twenty-four percent (24% per annum, said interest to be payable on demand of the Lender.

Manghi Jahan Manghan S. CHOI

Soongrol Choi

3219 Harrison, Glenview, Il. (Address) 3219 Harrison, Glenview, Il.

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