

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
September, 1975

85163104  
GEORGE E. COLE<sup>®</sup>  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, THAT KOOK CHONG PARK and OKJA PARK, his wife,

(hereinafter called the Grantor), of 9007 Harms Road, Morton Grove, Illinois 60053  
(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 THE COMMERCIAL BANK OF KOREA, LTD., of 230 West Monroe Street, Chicago, Illinois 60606 (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 Morton Grove, County of Cook, and State of Illinois, to-wit:

Lot 6 in Bixler's Resubdivision of Lots 13 to 21 inclusive and the vacated alley lying between said Lots 13 and 14 to 21 inclusive in Block 3 in North Side Realty Company's Dempster Street 'L' Terminal 5th Addition, a subdivision in the West half of the South West quarter of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number 10-16-308-048 CW

Commonly known as 9007 Harms Road, Morton Grove, Illinois 60053

Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.  
IN TEST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantors, KOOK CHONG PARK and OKJA PARK, his wife, are justly indebted upon one principal promissory note, bearing even date herewith, payable in the principal amount of US \$ 96,000.00, 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 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 interest thereon, as herein and in case 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 notice of damage or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that taxes to said premises shall not be commuted or suffered; (5) to keep all buildings now or at any time on said premises inured in companies acceptable to the holder of the first mortgage indebtedness, with less clause attached payable first, to the first Trustee or Mortgagor, and second, to the Trustee herein, as other interests may appear, which policies shall be left and remain with the said Mortgagors 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 to pay any prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, pay such taxes or assessments, or damage, or purchase any tax lien or title affecting said premises or pay all prior incumbrances or 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 and 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 due 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, day 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 sale that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, has not been 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 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 Agent is KOOK CHONG PARK and OKJA PARK, his wife.

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, John C. Cole 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 grantor or his successor in trust, shall release said premises to the party entitled on receiving his reasonable charge.

Witness the hand S. and seal S. of the Grantor S. this 26th day of August 1985

Kook Chong PARK (SEAL)

Okja PARK (SEAL)

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

# UNOFFICIAL COPY

BOX No.

SECOND MORTGAGE

## Trust Deed

To

MAIL TO:

THE COMMERCIAL BANK OF KOREA, LTD.  
230 W. Monroe Street  
Chicago, Illinois 60606

GEORGE E. COLE  
LEGAL FORMS

Commission Expires Friday, May 24, 1986

Notary Public

Gives my hand and notarial seal this  
day of August 1985  
witnessed at the right of his residence.

Instrument as hereby free and voluntary act, for the uses and purposes herein set forth, including the release and  
appended before me this day in person and acknowledged that they signed, sealed and delivered the said  
personally known to me to be the same persons, whose names, etc., subscribed to the foregoing instrument.

State aforesaid, DO HEREBY CERTIFY that KOOK GIONG PARK and OKJA PARK, his wife,  
I, the undersigned,  
a Notary Public in and for said County, in the

COUNTY OF COOK  
STATE OF ILLINOIS

ss.