

UNOFFICIAL COPY

TRUST DEED

3 5 1 7 3 3 6 85178361

FIFTY INDEX NUMBERS

06 - 35 - 10 - 007 - 1008 5.

SLK PCL UNIT

CTIC 7

THE ABOVE

E FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 27, 1985, between EUNSIK E. PARK and INSOON PARK, his wife

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST CO., Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders, legal holder or holders being herein referred to as Holders of the Note, in the principal sum of **THIRTY THOUSAND (\$30,000.00)** and No/100

evidenced by one certain Instalment Note of the Mortgagors of even date, BEING **JOSE R. JIMENEZ** and **DOROTEA A. J.**

JOSE RODOLFO JIMENEZ

and delivered, in and by which said Note the Mortgagors promise from August 27, 1985 on the balance of principal remaining, 11 $\frac{1}{2}$ per cent per annum in instalments (including principal and

NINETY FOUR (\$294.00) and No/100 of September 19, 1985, and **TWO HUNDRED NINETY FOUR** the 27th day of each month thereafter until said note is fully paid, and interest, if not sooner paid, shall be due on the 27th day of account of the indebtedness evidenced by said note to be first applied to the remainder to principal; provided that the principal of each instalment is 14 $\frac{1}{2}$ per cent per annum, and all of said principal and interest being company in **Chicago, Illinois,** in writing appoint, and in absence of such appointment, then at the office in said City. **UNIT D IN BUILDING NO. 23**

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal, terms, provisions and limitations of this trust deed, and the performance of the covenants to be performed, and also in consideration of the sum of One Dollar in hand paid, presents CONVEY and WARRANT unto the Trustee, successors and assigns, the title and interest therein, situated being and being in the City of Bloomingdale, COUNTY OF

Cook AND STATE OF ILLINOIS, in the **BLOCK 3 IN PARCEL**

RESUBDIVISION OF BLOCK 3, 11, 12, 13, 14 AND 15 IN BARTLETT AS RECORDED JULY 23, 1929 AS DOCUMENT NO. 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST COOK COUNTY, ILLINOIS, WHICH SAID SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TENTON CORPORATION, THE RECORDER OF DEEDS ON JULY 31, 1972 AS DOCUMENT NUMBER 21996373; AND AMENDED BY INSTRUMENT RECORDED AUGUST 17, 1972 AS DOCUMENT NUMBER 22036; RECORDED SEPTEMBER 1, 1972 AS DOCUMENT NUMBER 22036; PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID SURVEY) ALL IN COOK COUNTY, ILLINOIS. (DUE ON SALE) CONVEYED, the entire balance shall become due and payable

which, with the property, determinative described as follows to herein as the "premises."

TO THE HIR with all improvements, fixtures, appurtenances thereto for so long and during all such times as Mortgagors may be entitled thereto, estate and not servitudes) and all apparatus, equipment or articles now or hereafter affixed, attached or otherwise connected thereto, including screens, window shades, storm doors and windows, floor coverings, including, awnings, stoves and water heaters. All of the foregoing, or any part thereof, and it is agreed that all similar apparatus, fixtures or appurtenances shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns herein set forth, free from all rights and benefits under and by virtue of the said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and restrictions (hereinafter referred to as "covenants") are incorporated herein by reference and are a part hereof, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year _____

Eunsi E. Park
Eunsi E. Park

[Signature] [Seal]
In [Signature] [Seal]

STATE OF ILLINOIS,

EDUARDO MENDEZ

SS. Notary Public in and for and residing in the County of

Cook THAT EUNSIK E. PARK and

only, in the State aforesaid, DO HEREBY CERTIFY INSOON PARK, his wife

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me **they** signed, sealed and delivered this instrument as their voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____

August 1985

Eduardo Menendez Publ.

5. included in Payment.

Notarial Seal My Commission Expires Oct. 25, 1985

Form 807 Trust Deed - Individual Mortgagor - Secures One Instalment Note with 1

R. 11/75

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for hire not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor has failed to pay.
3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default herein, Trustee or the holders of the note may, if need not, make any payment or perform any act heretofore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make to or for partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim of thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein. Action of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any amount of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, or taxes, for documents and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended) of entry of the decree or procuring all such abstracts of title, title searches and examinations, title insurance policies, title certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the property. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the premium rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosed herein after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such amounts as are mentioned in the preceding paragraph hereof; second, all other items which under the terms of the note constitute secured debt hereunder, in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, then heirs, legal representatives or assigns, as their rights may appear.
9. Upon or at any time after the filing of a suit to foreclose this trust deed, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor, at the time of application for such receiver and without regard to the occupancy of the premises or whether the same shall then be occupied as a dwelling or not and the Trustee or holder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as damages and attorney's fees when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in my hands in payment in whole or in part of, (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
10. No action for the enforcement of the holder of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
12. Trustee has no duty to examine the title, location, existence or condition of the premises ... to inquire into the validity of the signature or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
13. Trustee shall release this trust deed and the lien hereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALMENT NOTE SECURED BY THIS
TRUST DEED SHOULD BE HELD BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD

Identification No. 281105

CHICAGO TITLE AND TRUST COMPANY,

By:

Alfreda Gandy
Trustee

Assistant Secretary + Vice President

MAIL TO: *EDWARD J. NEWTON*
2337 N. Milwaukee
Chicago Ill 60648

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED BEFORE REC'D TO

179 BOUERNE LN.
BLOOMINGDALE, IL

65478361