

# UNOFFICIAL COPY

85191346

## TRUST DEED

85191346

THE ABOVE SPACE FOR RECORDING USE ONLY

THIS INDENTURE, Made September 12, 1985, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 12, 1985 and known as trust number 65515, herein referred to as "First Party," and

THE COMMERCIAL BANK OF KOREA, LTD., 230 West Monroe Street, Chicago, Illinois 60606, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of FIVE HUNDRED THOUSAND and No/100ths ----- (\$ 500,000.00) Dollars,

made payable to ~~RECORDED~~ THE COMMERCIAL BANK OF KOREA, LTD., and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on demand plus interest thereon until maturity at the ~~RECORDED~~ prime rate plus two -----

per cent per annum, payable ~~RECORDED~~ each month.

deposk

mtof

RECORDED

all of said principal and interest bearing interest after maturity at the ~~RECORDED~~ per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of THE COMMERCIAL BANK OF KOREA, LTD., 230 W. Monroe Street, in said City, now ~~RECORDED~~. First Party to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the trust deed, and also in consideration of the sum of One Dollar in hand paid the receipt whereof is hereby acknowledged, does by their present grants, waives, alien and conveys unto the TRUSTEE the following described Real Estate situated, lying and being in the COUNTY OF COOK, AND STATE OF ILLINOIS, to wit:

Lots 23, 24, 25, 26 and 27 in Block 1 of subdivision of Lot 5 in County Clerk's Division of Lots 1 and 7 to 15 in Fitch and Hecox Subdivision of the North East quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 4017 West Lawrence Avenue, Chicago, Illinois 60630

Permanent Real Estate Index Numbers 13-15-207-001  
13-15-207-002  
13-15-207-003  
13-15-207-004  
13-15-207-005

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which with its necessary heretofore described, is referred to herein as the "premises."

TOGETHER with all improvements, fixtures, equipment, furniture, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and/or as a party with said real estate and not secondary), and all apparatus, equipment or articles new or hereafter thereto or thereon used to supply heat, air, air conditioning, water, light, power, refrigeration (whether single stage or centrally controlled), and ventilation, including (without restricting the foregoing), window shades, storm doors and windows, sheet coverings, blinds, shutters, curtains and valence headers. All of the foregoing are declared to be a part of the real estate and any improvements, fixtures, equipment or articles thereto 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, forever, for the purposes, and upon the terms and conditions hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness hereunder shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for rent and/or compensation due to the lessor by reason of any indebtedness which may be incurred by a lessor or other creditor of the lessor, and when required, to pay all taxes, assessments, insurance premiums, and other charges which may be levied or assessed on behalf of the lessor; (4) complete within a reasonable time all buildings and buildings erected at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attached, all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to the holders of the note duplicate receipts therefor; (8) pay in full under protest in the manner provided by statute, any and all amounts due to the lessor by First Party, and deposit to the lessor all amounts so deposited or otherwise held by First Party, and pay over to the lessor any amount received by the insurance companies of monies sufficient either to pay the cost of repairing or repairing the same or to pay in full the indebtedness accrued hereby, all in computations satisfactory to the holders of the note, under insurance policies payable in case of loss or damage to Trustee for the account of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note and in case of a premium attached to any of the policies, to deliver however, premium not due within ten days prior to the respective date of expiration of the policy, and to pay all premiums thereafter, and to pay all premiums for the period from the date of the original premium to the date of the note, but need not make full or partial payments of principal or interest on prior indebtedness. In any and all cases, principal, interest, compensation or settle any bill or other prior bills or taxes or claim thereof, or redeem, if no tax sale or forfeiture otherwise and premises or fixtures any tax or assessment. All amounts held for any of the purposes herein authorized and all expenses paid or incurred to collect the same, including attorney's fees and any other expenses advanced by Trustee or the holders of the note to protect the aforesaid premises and the lessor thereof, plus reasonable compensation to Trustee for such labor expended which includes reasonable attorney's fees, shall be an item additional and separate and hereby and shall become immediately due and payable without notice and without further demand of the note or notes and the signature of Trustee or holders of the note shall never be construed as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

NAME	
D	THE COMMERCIAL BANK OF KOREA, LTD.
E	STREET
I	230 West Monroe Street
V	Chicago, Illinois 60606
R	
Y	
DESCRIPTIONS	
OR	
RECORDERS OFFICE BOX NUMBER	
M-3254	

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2. The Trustee or the holders of the note may sue and enforce such note, brought into court, in the name of the trustee or holders or assignees, may do so according to any bill, statement or evidence of fact, and without notice to First Party or successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding the validity of any tax, assessment or other charge, be liable to the trustee or holders or assignees.

3. At the option of the holders of the principal note and without notice to First Party or successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the principal note or in this trust deed to the contrary, become due and payable when default shall occur and continue for three days either, in the payment of any installments of interest, or in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof.

4. Where 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 herein. In any suit to foreclose the lien herein, 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, surcharges for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to taxes to be expended after entry of the decree) of procuring all such abstracts of title, title searched and examined, guarantee, title insurance and similar data and assurances with respect to title as Trustee or holders of the note may demand. In any suit to foreclose the lien herein, there shall be evidence ofholders of the note which may be held pursuant to the decree the title of the title to or the value of the premises, all expenditures and expenses of the action to this point so incurred shall become an additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, 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; (b) by reason of this trust deed or any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure herein after accrual of such right to foreclose whether or not actually commenced; or (d) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security herein, whether or not actually commenced.

5. 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 items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms herein constitute secured indebtedness additional to that evidenced by the principal note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal note; fourth, any overplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then secured as a homestead or not and the Trustee hereunder 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 during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues or profits. And all rents, issues and profits which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income to his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.

7. 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.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, 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.

9. Trustee shall accept this trust deed and the lien thereby 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 to and at the request of any person who shall, either before or after acceptance thereof, produce and exhibit to Trustee the principal 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 a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party; and where the release is requested of a final trustee and it has never executed a certificate on any instrument identifying same as the principal note described herein, it may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed at the office of the Recorder or Register 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 to Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

11. In the event any part of this property should be sold, assigned, transferred or further mortgaged at any time, then the entire unpaid balance under the Principal Note this Trust Deed is securing shall be immediately become due and must be paid.

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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred and vested in it as trustee by the American National Bank and Trust Company of Chicago, hereby waives that it will not fail, shirk, or shun 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 the said First Party or on said American National Bank and Trust Company of Chicago, permanently to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to provide any covenant either express or implied herin contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter holding any right or security hereunder, and that as far as the First Party and its successors and said American National Bank and Trust Company of Chicago, permanently are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the person so hereby constituted for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action, or cause the personal liability of the guarantee, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
as Trustee, is aforesaid, not personally.

By \_\_\_\_\_

VICE PRESIDENT

Attest \_\_\_\_\_

ASSISTANT SECRETARY



STATE OF ILLINOIS : RE  
COUNTY OF COOK : RE

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named and numbered instrument was presented to me by the American National Bank and Trust Company of Chicago, a National Bank and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, for President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument, and said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notary seal.

SEP 16 1985

Date

Notary Public

The instrument Note mentioned in the within Trust Deed has been identified  
herewith under Identification No. \_\_\_\_\_

Trustee

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-  
FIED BY THE TRUTEE NAME HEREIN BEFORE THE TRUST DEED  
IS FILED FOR RECORD.