

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

85255735

THIS INDENTURE WITNESSETH, That KIHW A CHOI and MYUNG RAE CHOI, his wife,

(hereinafter called the Grantor), of 6815 N. Kenneth Avenue, Lincolnwood, Illinois 60646

for and in consideration of the sum of FIFTY THOUSAND and No/100ths  
(\$50,000.00) Dollars

in hand paid, CONVEY AND WARRANT to DANIEL E. EUPITERRE and ANA C. EUPITERRE, his wife,  
of 2639 North Kedzie Avenue, Chicago, Illinois

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

Lot 16 (except the North 20 feet thereof) and Lot 17 (except the South 30 feet thereof) in Howards Subdivision, being a subdivision of Lot 17 and parts of Lots 18, 23 and 24 in James Clark's Subdivision of the East half of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 6815 N. Kenneth, Lincolnwood, Ill. PREI #10-34-125-039  
Hereby releasing and waiving all rights in 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 is justly indebted (to) ONE promissory note bearing even date herewith, payable in monthly installments of \$1,187.13 including interest at 11% per annum, executed by American National Bank and Trust Company, as Trustee under Trust Agreement dated October 9, 1985 and known as Trust Number 65750. The first payment shall start November 21, 1985 and final payment shall be made on October 21, 1990. This second mortgage is an additional security for the above-said Trust Deed and secure the same Principal Note. Upon full payment of the said \$50,000.00, both the Trust Deeds shall be released by the Noteholder simultaneously.

PROPERTY INDEX NUMBERS

10-34-125-039-0000  
A SA BLK PCL UNIT

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 interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee 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 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 13 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 of 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 13 per cent per annum, 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 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, outlays for documentary evidence, stenographer's charges, cost of procuring or compiling 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 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 owner is KIHW A CHOI and MYUNG RAE CHOI, his wife.

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

Ki Hwa Choi 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 of 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.

This trust deed is subject to the existing first mortgage, made to The Commercial Bank of Korea, Ltd., 230 W. Monroe Street, Chicago, Illinois 60606.

Witness the hand S and seal S of the Grantor this 9th day of October, 1985.

Please print or type name(s) below signature(s)

Ki Hwa Choi (SEAL)  
Ki Hwa CHOI

Myung Rae Choi (SEAL)  
Myung Rae COI

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

85255735

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

KI HWA CHOI and MYUNG RAE CHOI, his wife,  
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 homestead.

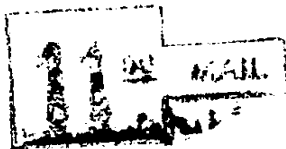
Given under my hand and official seal this 21<sup>st</sup> day of October, 19 85

(Impress Seal Here)

*[Signature]*  
Notary Public

Commission Expires February 24, 1985

DEPT-01 RECORDING \$11.25  
T#1111 TRAN 5912 10/28/85 10:24:00  
#9494 # A \* -85-255735



967-19688

BOX No \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
\_\_\_\_\_  
TO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAIL TO:  
EDUARDO MENDER  
2337 N. MILWAUKEE  
Chicago, IL 60647

GEORGE E. COLE®  
LEGAL FORMS