

716285

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03-307151 5

TRUST DEED



CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made December 31 1986, between SOON WOON CHOI and HYANG SOOK CHOI, his wife

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

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of FORTY TWO THOUSAND SEVEN HUNDRED EIGHTY FIVE and 45/100 (\$42,785.45)

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF READER TAI KANG & BETTY KANG, his wife

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum. ~~and interest~~

\$42,785.45

Dollars

if not sooner paid, shall be due on the 30th day of January, 1987. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of none per annum, and all of said principal and interest being made payable at such banking house or trust company in Morton Grove 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 In said City.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, 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, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See attached Legal Description

Subject to terms and conditions set forth on Note of even date.

DEPT-01 RECORDING 12/31/86 14:30:00 03740 H 14 4-15-86-430715 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, encumbrances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for 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, refrigeration (whether single units or centrally controlled), and ventilation, heating (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, ladder 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.

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 the Mortgagors do hereby expressly release and waive.

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

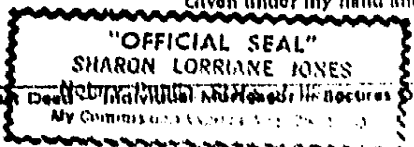
WITNESS the hand and seal of Mortgagors the day and year first above written.

Soon Woon Choi [SEAL] Hyang Sook Choi [SEAL] SOON WOON CHOI HYANG SOOK CHOI [SEAL]

STATE OF ILLINOIS, I, Sharon L. Jones, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT SOON WOON CHOI and HYANG SOOK CHOI, his wife

who personally known to me to be the same person whose name 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.

Given under my hand and Notarial Seal this 31st day of December 1986



Sharon L. Jones Notary Public

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
03-30715

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TRUST DEED

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FOR THE PROTECTION OF BOTH THE BORROWER AND
LENDER THE INSTALLMENT NOTES SECURED BY THIS
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY,
Trustee.
By 
Assistant Secretary/*Trust Company*
Identification No. **716289**

1. Mortgages shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or destroyed, (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due and any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof; and upon request exhibit satisfactory evidence of such prior lien or charge to Trustee or Lender from any source. If any and purchase, discharge, compromise or settle any lien or charge on the premises, or if any and purchase, discharge, compromise or settle any lien or charge on the premises, the holder of the note shall immediately pay for and reimburse the holder of the note for the cost of such lien or charge. If any and purchase, discharge, compromise or settle any lien or charge on the premises, the holder of the note shall immediately pay for and reimburse the holder of the note for the cost of such lien or charge.

2. Mortgages shall pay before any priority claims all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon request, furnish to Trustee or Lender or holders of the note duplicate copies thereof. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may be liable to collect.

3. Mortgages shall keep all buildings and improvements now or hereafter 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 the loan insured against loss or damage by fire, lightning or windstorm and flood damage, where the lender is required by law to have the loan insured against loss or damage by fire, lightning or windstorm and flood damage.

4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder in respect to the note, and may, but need not, make any payment or perform any act hereunder in respect to the note.

5. The Trustee or the holder of the note hereby authorized making any payment or performing any act hereunder in respect to the note, and may, but need not, make any payment or perform any act hereunder in respect to the note.

6. Mortgages shall pay each year for taxes on the premises, and shall, without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, upon request, pay each year for taxes on the premises, and shall, without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed.

7. Where the holder of the note has to pay for the cost of any of the premises, the holder of the note shall be liable for the cost of such taxes, and shall, without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, upon request, pay each year for taxes on the premises, and shall, without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed.

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 items as are mentioned in the preceding paragraph hereof; second, all other liens which under the terms hereof constitute a lien upon the premises; and third, the balance shall be paid to the holder of the note, if any, as to principal and interest, all principal and interest remaining unpaid on the note; fourth, any surplus, after payment of the cost of foreclosure, to the holder of the note, if any, as to principal and interest, all principal and interest remaining unpaid on the note; fourth, any surplus, after payment of the cost of foreclosure, to the holder of the note, if any, as to principal and interest, all principal and interest remaining unpaid on the note.

9. Upon or at any time after the filing of a bill to foreclose the premises, the court in which such bill is filed may appoint a receiver of the premises, and the receiver so appointed may, without notice, without regard to the priority of the mortgage, or the validity of the mortgage, or the right of the party intervening in an action at law upon the note hereby secured, to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises.

10. The holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party intervening in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be available to the party intervening in an action at law upon the note hereby secured.

12. Trustee shall not be liable for the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises.

13. Trustee shall not be liable for the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises.

14. Trustee shall not be liable for the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises.

15. Trustee shall not be liable for the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises, or to inquire into the validity of the premises.

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EXHIBIT "A"

PARCEL 1:

Unit 2B as delineated on the survey of certain lots in the Plat of Lake Front Plaza, a subdivision of a parcel of land lying in accretions to Fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded April 30, 1962 as Document 18,461,961, conveyed by Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460, recorded May 7, 1962, as Document No. 18,467,552, and also Supplemental Deed thereto recorded December 23, 1964 as Document No. 19,341,595, which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated April 9, 1962, and known as Trust No. 17460, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 22,453,315 together with their undivided percentage interest in the common elements.

PARCEL 2:

Easements for the benefit of Parcel 1, aforesaid, as created by Grant from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460 dated May 1, 1962 and recorded May 7, 1962 as Document No. 18,467,559 and by Grant recorded December 23, 1964 as Document No. 19,341,547 more particularly described as follows:

A. A perpetual easement for access roadway on and across a strip of land being a part of Parcels "C" and "C-1" as shown on and described in plat of "Lake Front Plaza", aforesaid, 25 feet of even width being 12.5 feet on each side of a center line described as follows:

Beginning at a point on the North line of East Randolph Street extended 152.5 feet East of the East line of Lake Shore Drive (Field Boulevard) viaduct as measured along said North line; thence South perpendicular to said North line of East Randolph Street extended, a distance of 140 feet to the Southerly property line of the Illinois Central Railroad Company;

B. A perpetual easement for sanitary and storm sewers, water mains, electric power lines and telephone lines on and across the premises described as follows:

- (1) A tract of land being a part of Parcels "C" and "D" as shown on and described in plat of "Lake Front Plaza", aforesaid described as follows:

Beginning at a point 25 feet South of the North line of East Randolph Street extended and 6 feet West of the East line of Parcel "C"; thence North parallel with and 6 feet West of said

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EXHIBIT 'A'

PAGE 1

Part 2 is delineated on the survey of certain lots to the west of the
Front Plaza, a subdivision of a parcel of land lying in section 10
Twp. 36 N., Range 10 W., East of the 10th
Principal Meridian, according to the plat of said survey and the
as amended 18,461,861, conveyed to the American National Bank and Trust
Company 10 American National Bank and Trust Company as amended
under Trust No. 17480, recorded May 17, 1923, and also supplemental
and also supplemental fees thereon recorded December 19, 1923, and
No. 18,341,842, which survey is attached as Exhibit 'A' hereto
and the same was by American National Bank and Trust Company as amended
as trustee under Trust Agreement dated April 9, 1923, and amended
No. 17480, recorded in the Office of the Recorder of Cook County, Illinois
as document No. 22,453,812 together with their respective amendments
in the common elements.

PAGE 2

Elements for the benefit of Parcel 1, hereinafter described, are created by the
Illinois Central Railroad Company for Parcel 1, which is a part of
of Chicago, as trustee under Trust No. 17480, recorded May 17, 1923, and
May 7, 1923 as document No. 18,341,842, and also supplemental fees thereon
as document No. 18,341,842, and also supplemental fees thereon recorded
as follows:

A perpetual easement for access roadway or road across a part of Parcel
being a part of Parcel 1, 2 and 3, as shown on an attached plat, and
"Lake Front Plaza", situated on the east side of said road, being 115 feet on the
side of a center line described as follows:

Beginning at a point on the North line of East Randolph Street, extending
to a point east of the East line of Lake Street, thence South
thence East along said East line, thence South South East, then
said North line of East Randolph Street, extending a distance of 115 feet
to the southerly property line of the Illinois Central Railroad Company,

A perpetual easement for electric and telephone lines and also power lines,
electric power lines and telephone lines on and across the premises hereinafter
as follows:

(1) A tract of land being a part of Parcel 1, 2 and 3, as shown on
and described in part of "Lake Front Plaza", situated on the east side
as follows:

Beginning at a point 75 feet South of the North line of East
Randolph Street, extending 6 feet East of the East line of
Parcel 1, 2 and 3, thence South parallel with said East line of East

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East line a distance of 232 feet; thence West at a right angle 62 feet; thence South at a right angle 132 feet; thence West at a right angle 6 feet to the East line of Parcel "B"; thence South along said East line of Parcel "B" a distance of 75 feet to the North line of East Randolph Street extended; thence West along said North line of East Randolph Street extended a distance of 207 feet; thence South at a right angle 25 feet; thence East along a line parallel with and 25 feet South of said North line of East Randolph Street extended a distance of 275 feet to the point of beginning;

- (2) A tract of land of varying widths being a part of Parcels "A" and "E" as shown on and described in plat of "Lake Front Plaza" aforesaid, described as follows:

Beginning at the Southeast corner of said Parcel "A"; thence North along the East line of said Parcel "A" a distance of 16 feet; thence West at a right angle 35 feet 0 inches; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 59 feet; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 96 feet 4 inches; thence North at a right angle 85 feet; thence West at a right angle 6 feet; thence South at a right angle 85 feet; thence West at a right angle 47 feet 0 inches; thence North at a right angle 85 feet; thence West at a right angle 43 feet 0 inches to the East line of Parcel "E"; thence North along said East line a distance of 111 feet; thence West at a right angle 20 feet; thence South at a right angle 119 feet; thence West at a right angle 95 feet; thence South at a right angle 10 feet; thence East at a right angle 95 feet; thence South at a right angle 52 feet; thence East at a right angle 20 feet to the East line of said Parcel "E"; thence North along said East line 55 feet to the North line of Parcel "B"; thence East along said North line a distance of 363 feet 4 inches to the point of beginning;

- (3) A strip of land being a part of Parcels "C" and "C-1" as shown on and described in the plat of "Lake Front Plaza", aforesaid, 4 feet of even width being 2 feet on each side of a center line described as follows:

Beginning at a point 82 feet West of the East line of Parcel "C" as measured along the North line of East Randolph Street extended and 25 feet South of said North line; thence South, perpendicular to said North line of East Randolph Street extended a distance of 88 feet more or less to the North Bank of an existing slip; thence 28 feet of even width, being 14 feet on each side of center line, a distance of 13 feet; also

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East line a distance of 127 feet; thence south at a right angle 15 feet; thence east at a right angle 5 feet to the East line of Parcel "B"; thence south along said East line of Parcel "B" a distance of 171 feet to the West line of East Parcel "A"; thence east along said East line of East Parcel "A" a distance of 203 feet; thence south at a right angle 10 feet to the West line of Parcel "A"; thence east along said East line of Parcel "A" a distance of 171 feet to the West line of Parcel "B"; thence east along said East line of Parcel "B" a distance of 127 feet to the point of beginning.

(8)

A tract of land of various shapes and sizes, part of Parcel "A" and "B", as shown on the attached map, is hereby defined as follows, described as follows:

Beginning at the southeast corner of Parcel "A"; thence north along the East line of said Parcel "A" a distance of 127 feet; thence west at a right angle 15 feet; thence east at a right angle 5 feet to the East line of Parcel "B"; thence south along said East line of Parcel "B" a distance of 171 feet to the West line of East Parcel "A"; thence east along said East line of East Parcel "A" a distance of 203 feet; thence south at a right angle 10 feet to the West line of Parcel "A"; thence east along said East line of Parcel "A" a distance of 171 feet to the West line of Parcel "B"; thence east along said East line of Parcel "B" a distance of 127 feet to the point of beginning.

(9)

A tract of land being a part of Parcel "A" and "B", as shown on and described in the plat of said land, is hereby defined as follows, described as follows:

Beginning at a point 55 feet east of the East line of Parcel "A"; thence east along the West line of Parcel "A" a distance of 203 feet to the West line of Parcel "B"; thence east along said West line of Parcel "B" a distance of 127 feet to the West line of Parcel "A"; thence east along said East line of Parcel "A" a distance of 171 feet to the West line of Parcel "B"; thence east along said East line of Parcel "B" a distance of 127 feet to the point of beginning.

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a strip of land being a part of said Parcels "C" and "C-1", 6 feet of even width being 3 feet on each side of a center line described as follows:

Beginning at a point 129 feet West of said East line of Parcel "C" as measured along said North line of East Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 30 feet, more or less to the North Bank of an existing slip; thence 20 feet of even width, being 10 feet on each side of said center line a distance of 10 feet.

PARCEL 3:

Easements for the benefit of Parcel 1, aforesaid, created by Article III, Section 3.1 of the Supplemental Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460 dated December 15, 1964 and recorded December 23, 1964 as Document No. 19,181,545 as follows:

- (1) A perpetual right in, over, and upon the excepted and reserved property and the easement property, and the property adjacent thereto, for reasonable access for the construction, maintenance, repair, reconstruction, relocation, renewal, alterations, removal and inspection of the supports of the improvements, and of the pipes and equipment for air conditioning, connections with viaducts, water main, sewers, heating, electric, telephone, gas or other utility lines, ground level access road, or other facilities, which at any time may be situated within the air right property, the excepted and reserved property, or the easement property or which may be otherwise under the responsibility of grantee, and generally for the purpose of fulfilling its obligations and exercising its rights under said deed, together with a perpetual right of underlying and lateral support, either natural or structural, for the supports of the improvement to the extent required for the structural safety thereof.
- (2) Perpetual easements to install, and to maintain so far as required by law or the provisions of said deed, the necessary expansion joints, sewers, gutters, downspouts, pipes, equipment and waterproofing to provide a surface drainage for the improvement to storm sewers constructed within easements provided for in said deed.
- (3) A perpetual easement to use such parts of the excepted reserved property, the easement property and other property of the grantor in which supports for the purpose of support of the building are located. The location of such supports is described in Lots No. 1 through 133 of the plat of survey

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a strip of land being a part of said parcel 177 and 178, the
front of which being 5 feet on each side of a road, the
described as follows:

Beginning at a point 182 feet east of said east line of parcel
177 as measured along said north line of said parcel 177
extended and 22 feet south of said north line, the line
proceeds east to said north line of parcel 177 and
extended a distance of 20 feet, then by line to the
of an existing alley thereon 20 feet at each end, and
east on each side of said alley a distance of 10 feet

Parcel 177

Essential for the benefit of parcel 177, and parcel 178, and
Section 1 of the Subdivision Map Act, Chapter 569, of the
to Section 177 and 178, and parcel 177, and parcel 178,
tract No. 177, dated December 12, 1954, and parcel 178,
of document No. 177, 241, 242 as follows:

(1) A perpetual right in, over, and upon the property and
property and the easement thereon, and the property and
thereon, for reasonable use, for the use and enjoyment
repair, reconstruction, alteration, improvement, and
removal and replacement of the same, and the use and
and of the pipes and conduits and the use and enjoyment
with streets, alleys, and other utility lines, and
gas or other utility lines, and other utility lines,
other facilities, and the use and enjoyment of the same,
the air right, and the use and enjoyment of the same,
as the easement granted to the use and enjoyment of
responsibility of the use and enjoyment of the same,
fulfilled the obligations and conditions of the use and
said deed together with a perpetual right of use and
interest support, either actual or apparent, for the
support of the improvement to the extent required for
the use and enjoyment of the same.

(2) Perpetual easement to install, use, and maintain in the
required by law or the provisions of said deed, the necessary
extension (water, sewer, electric, telephone, gas, and
heat and water) and to install, use, and maintain in the
improvement to the extent required for the use and
provided for in said deed.

(3) A perpetual easement to use each part of the property
reserved property, the easement hereby and other parts of
of the tract in which easements are to be granted, and
of the building are located, the location of the building
is described in Part No. 1 through 177 of the deed of conveyance

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and the face of the plat of survey which plat of survey was recorded December 10, 1964 as Document No. 19,330,409

PARCEL 4:

Easement for the benefit of Parcel 1, aforesaid, created by Grants from Illinois Central Railroad Company dated May 1, 1962 and recorded May 7, 1962 as Document No. 18,467,559 and dated December 17, 1964 and recorded December 23, 1964 as Document No. 19,341,547 for reasonable access for the construction, maintenance, repair and reconstruction, relocation, renewal, alteration, removal and inspection of the supports of the viaducts as described in said instrument, in, over and upon the excepted and reserved property and the property adjacent thereto.

Permanent Tax number: 17-10-400-012-1003 (Affects Unit 2B)
17-10-400-011-0000 (Affects Common Element)
(Garage Area)

Property of Cook County Clerk's Office

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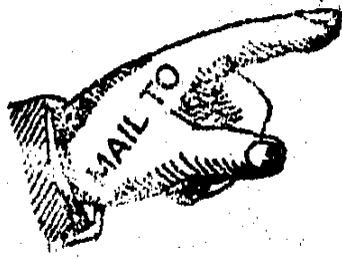
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and the face of the plat of survey...
received December 10, 1984 as Document No. 134481

PARCEL 2-

Assessment for the benefit of Parcel 1, aforesaid, created by Order...
Illinois Central Railroad Company dated May 1, 1951 and recorded...
1953 as Document No. 12,487,222 and dated December 17, 1984...
December 23, 1984 as Document No. 12,501,503 for...
construction, maintenance, repair and reconstruction...
alteration, removal and replacement of the...
described in said instrument, it, over and above...
property and the property adjacent thereto.

Government Tax Map No. 17-10-400-010-000 (A1) (Cook County, Illinois)
17-10-400-011-000 (A1) (Cook County, Illinois)



COENBAUM & Leawitt
7 SOUTH DearBORO #1327
Chicago IL 60603

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Cook County Clerk's Office