

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. As a borrower, protecting your interests is your responsibility.

86036701

THIS INSTRUMENT WITNESSETH that Yong Taik Kim and Sun Hee Kim, his wife

(hereinafter called the Grantor) of 3430 Sorrel Court, Northbrook, Illinois 60062

for and in consideration of the sum of Ten and No/100 (\$10.00) in hand paid, CONVEY AND WARRANT to The Commercial Bank of Korea, Ltd., Chicago Branch of 230 W. Monroe St., Suite 1400, Chicago, IL 60606

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 and State of Illinois, to-wit:

Above Space For Recorder's Use Only

LOT 17 in Lotree Subdivision Unit Number 2, being a Subdivision of the North 940.93 feet of the North West 1/4 of the South West 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Also commonly known as 3430 Sorrel Court, Northbrook, Illinois

P. I. N. : 04-05-312-016.

Hereby releasing and waiving all rights under 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, Grantor is justly indebted to the principal promissory note bearing even date herewith, payable on demand in the principal amount of \$24,000.00 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 Grantee, or 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 Grantee, 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 the interest thereon, as 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 to demand and to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or to insure all buildings or improvements on said premises that may have been destroyed or damaged; (4) that a 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 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 Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior mortgages, 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 indebtedness or the interest thereon when due, the grantor 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 mortgages 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 the rate of \_\_\_\_\_ percent 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 \_\_\_\_\_ percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same with 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 document, evidence, stenographer's charges, cost of procurement of 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 the part of said indebtedness, as such, may be a party, shall 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 proceedings whether decree of sale shall have been entered or not, shall not be dismissed, nor rescinded 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 person claiming under the Grantor, appoint a receiver to take possession and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is Yong Taik Kim and Sun Hee Kim, his wife

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

\_\_\_\_\_ 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 \_\_\_\_\_

Witness the hand and seal of the Grantor this 27th day of January, 1986

Yong Taik Kim (SEAL)  
Sun Hee Kim (SEAL)

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

This instrument was prepared by Jay H. Kim, 3254 W. Lawrence, Suite 202, Chicago, IL 60625 (NAME AND ADDRESS)

86036701

# UNOFFICIAL COPY

85706701

STATE OF ILLINOIS ) ss.  
COUNTY OF COOK )

I, Jay H. Kim, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Yong Taik Kim and Sun Hee Kim, 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 27th day of January, 1986.

(Impress Seal Here)



Commission Expires March 7, 1986

DEPT-01 RECORDING 11.25  
TR1111 TRPN 5743 01:17:56 16:9 08  
#8733 # # \* -86 -0567192

BOX No.  
SECOND MORTGAGE  
**Trust Deed**

TO

11 TO MAIL

MAIL TO:  
THE COMMERCIAL BANK OF KOREA, LTD.  
Chicago Branch  
230 West Monroe St., Suite 1400  
Chicago, Illinois 60606

85706701

GEORGE E. COLLE  
LEGAL FORMS