

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

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

THIS INDENTURE WITNESSETH, That Lucky Trading, Inc.

(hereinafter called the Grantor), of #6419 S. Halsted  
Street Chicago, Ill. 60620

for and in consideration of the sum of Ten dollars & other good  
and valuable considerations

86139771

in hand paid, CONVEY AND WARRANT to Bank Bumi  
Daya

of 350 Park Avenue New York, N.Y.

Above Space For Recorder's Use Only

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 and premises, situated in the County of \_\_\_\_\_ and State of Illinois, to-wit:

LOTS 55, 56, 57, 58 AND 59 IN WHISLERS SUBDIVISION OF LTS. 1 TO 10 AND LOT 12 IN BLOCK 6 IN LINDEN GROVE, BEING A SUBDIVISION OF THE WEST 35 ACRES OF THE NORTH 70 ACRES AND THE SOUTH 90 ACRES OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-21-108-007-0000 P<sup>2</sup> ALL

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, The Grantor is justly indebted to \_\_\_\_\_ principal promissory note bearing even date herewith, payable

in the principal amount of payable on demand, with interest as provided therein. The Grantor covenants and agrees to pay said indebtedness and other 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 trustee herein or its successors in trust, howsoever created or arising, whether under any instrument, agreements, guarantees or dealing of any and every kind now existing or hereafter entered into between the Grantor and the trustee or otherwise and whether direct, indirect, primary, fixed or contingent, together with interest and charges, provided, and

pay and all renewals, or extensions, of any of the foregoing. THE GRANTOR shall be bound to pay, or cause to be paid, the interest on the 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 to repair 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, which he may authorize to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be self and remain with the Trustee of Mortgage 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 of current tax or annual 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 \_\_\_\_\_ current rate per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same with a 10% 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 procuring or completing 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 or other 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, or 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 or charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is Lucky Trading, Inc.

IN THE EVENT of the death or removal from said \_\_\_\_\_ County of the grantee, or of his resignation, 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, S and seal, S of the Grantor this 7 day of Apr., 19 86

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

Daniel Kim  
Daniel Kim  
Lucky Trading, Inc.

(SEAL)

This instrument was prepared by

Gaylord W. Howland #1509 Emerson St. Evanston, Ill.

NAME AND ADDRESS

Mail to: Daniel Kim

2731 Lincoln Lane Wilmette, Ill 60091



# UNOFFICIAL COPY

STATE OF Illinois )  
COUNTY OF Cook ) ss.

I, Gaylord Howland, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Kim

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 he signed, sealed and delivered the said instrument as his 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 11<sup>th</sup> day of April, 1986.

(Impress Seal Here)

*Gaylord Howland*  
Notary Public

Commission Expires 4/20/88

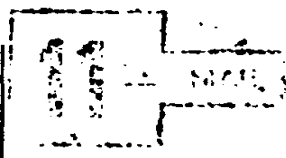
Property of Cook County Clerk's Office

DEPT-01 RECORDING \$11.25  
T#3333 TRAN 0806 04/11/86 10:43:00  
#1497 #A \* 86-139771

86139771

86139771

BOX NO. \_\_\_\_\_  
SECOND MORTGAGE  
**Trust Deed**  
TO \_\_\_\_\_



GEORGE E. COLE  
LEGAL FORMS