

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

361597112

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.THIS INDENTURE WITNESSETH THAT Daniel Kim#1628B Central
Central Street Evanston, Ill. 60201for and in consideration of the sum of Ten dollars & other good
and valuable considerations Dollars
in hand paid, CONVEY AND WARRANT to Bank Bumi
Dayaof 350 Park Avenue New York, N. Y.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, to-wit: COOK
rents, issues and profits of said premises, situated in the County of Illinois and State of Illinois, to-wit:

Above Space for Recorder's Use Only

86139772

1628B in the Central Place : Lot 3 in owner's resubdivision of Lot 1 in the subdivision of Lots 7 and 8 in Block 8 in North Evanston together with Lots 2 through 6 inclusive in Block 8 in North Evanston, a Subdivision of the South part of Wilmette Reservation in Section 12, Township 41 North Range 13 East of the Third Principal Meridian in Cook County, Illinois; which Survey is attached as Exhibit to the Declaration of recorded as Document 24816175 together with its undivided percentage interest in the same. Herby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois common elements in IN TRUST nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, the Grantor is justly indebted up to principal promissory note, bearing even date hereunder payable Tax No; 10122530311008

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, or extensions of any

The above foregoing agrees as follows: (1) To pay said indebtedness, to the interest thereon, to rent 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 receipt therefor; (3) within ten days after destruction or damage to building or any part thereof, 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 new and in any time on said premises insured in companies to be selected by the grantee herein, who shall be 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 kept and remain with the Grantor 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 so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the trustee 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 after the 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 with interest, and the same with interest thereon from the date of payment.

IN THE EVENT of a breach of any of the above covenants or agreements, the whole of said indebtedness, including principal and all accrued 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 annum, shall be recoverable by foreclosure thereof, or by suit at law. In both, the same as 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 enforcement hereof, including reasonable attorney's fees, outlays for documents of evidence, stenographer's charges, cost of preparing or completing a abstract showing the whole title of said premises embracing foreclosure decree, shall be, and to the Grantor, and the like expenses and disbursements, measured by any sum of proceeding wherein the grantee or any holder of a claim 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 debt upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, after decree of sale shall have been entered in, shall not be dismissed, nor will it be set aside, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantee, as 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 premise with power to collect the rents, issues, and profits of said premises.

The name of a record owner Daniel Kim

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 parties entitled, on receiving his reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 9 day of Apr. 19 86

Daniel Kim — (SEAL)

Daniel Kim

— (SEAL)

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

This instrument was prepared by George Kita 3248 N. Clark Street Chicago, Illinois
Mail to: Daniel Kim NAME AND ADDRESS:
2731 Lincoln Lane Wilmette, Ill. 60091

86139772

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, George E. Cole, Notary Public, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Daniel L. Klein

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 11th day of April, 1986

(Impress Seal Here)

Commission Expires 4/20/88

George E. Cole
Notary Public

DEPT-01 RECORDING \$11.25
T#3323 TRAN 6826 04/11/86 10 43:00
#1496 # A *-84-139772

86139772
11/18/86

BOX No. _____
SECOND MORTGAGE
Trust Deed

To

GEORGE E. COLE
LEGAL FORMS