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86394252

THIS INDENTURE, WITNESSETH, That BEOM SANG CHO and SUN JU CHO, his wife,

(hereinafter called the Grantor), of 8324 North Kilbourn Avenue, Skokie, Illinois 60076,
(No. and Street) (City) (State)

for and in consideration of the sum of Ten Dollars & other good and valuable considerations
in hand paid, CONVEY AND WARRANT to KOREA FIRST BANK
of 11 East Adams Street, Chicago, Illinois 60603
(No. and Street) (City) (State)

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, 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 Village
of Skokie, County of Cook and State of Illinois, to-wit:

Lot 1 (except the North 5 feet thereof) and Lot 2 in Block 3 in George F. Nixon and Company's Kostner Avenue Addition to Nile's Center in the South West quarter of Section 22, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 8324 N. Kilbourn Avenue, Skokie, Illinois 60076
Permanent Real Estate Index Numbers 10-22-303-031 and 10-22-303-053

The Grantors-Borrowers represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of "An Act in relation to the rate of interest of other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1977 ILL. REV. STAT., Ch. 74, Sec. 4(c).

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 Grantors, BEOM SANG CHO and SUN JU CHO, his wife, are justly indebted upon one principal promissory note bearing even date herewith, payable

in the principal amount of US \$ 30,000.00 payable on demand, 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 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 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 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 Trustee or Mortgagee 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 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 **CURRENT RATE** shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or 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** 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 its 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 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, 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 rights 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: BEOM SANG CHO and SUN JU CHO, his wife.

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

Witness the hand and seal of the Grantor S. this 4th day of September 1986

Beom Sang Cho (SEAL)
Beom Sang CHO
Sun Ju Cho (SEAL)
Sun Ju CHO

This instrument was prepared by K. Y. Shim, Attorney at Law, 77 W. Washington St.
(NAME AND ADDRESS) Chicago, IL 60602

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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

BEOM SANG CHO and SUN JU CHO, 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 first refusal.

Given under my hand and notarial seal this 4th day of September, 1986

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires 2-24-1989

REPT-31 RECORDING \$12.25
17333 TRAN 0274 09/04/86 15:34:00
#077 # 1 * 04-094050
COOK COUNTY RECORDER

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BOX No.

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

Korea First Bank
11 E. Adams Street
Chicago, Illinois 60603

GEORGE E. COLE®
LEGAL FORMS

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3 6 3 9 4 2 9 2

The undersigned hereby acknowledge that they are justly indebted upon this Principal Note payable on demand with interest as provided. The undersigned covenant and agree to pay said indebtedness and the interest thereon as herein provided, and to pay and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned to the above-named bank 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 the undersigned and the bank 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 undersigned herein represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1985 ILL. REV. STAT., Ch. 17, Sec. 6404(c).

It is hereby further agreed that should the undersigned sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Payee herein shall have the right at its option to declare all sums hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transaction.

The undersigned do hereby authorize irrevocably any attorney of any Court of Record to appear for the undersigned Debtors in such Court, during term time or vacation, at any time after maturity and to confess judgment without process against the undersigned Debtors in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, together with interest, costs of collection and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Clerk's Office 36394252

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Property of Cook County Clerk's Office