



719939 TRUST DEED

UNOFFICIAL COPY

87451642

CTTC 1

THIS INDENTURE, made August 12, 19 87 between NAM IL KIM and HAE SUN KIM, 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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of

THIRTY THOUSAND and No/100ths (\$30,000.00) ----- DOLLARS, evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF KOREA FIRST BANK, 11 East Adams Street, Chicago, Illinois 60603, and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum ON DEMAND with interest on the principal balance from time to time unpaid until maturity at the rate of prime rate plus two per centum per annum, payable each month; all of said principal and interest bearing interest after maturity at the rate of prime rate plus three per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, 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 KOREA FIRST BANK, 11 East Adams Street, Chicago, Illinois 60603.

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 COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 8 in Foshedge, being a subdivision of part of the North West quarter of the North West quarter of Section 21, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2605 Prince Street, Northbrook, Illinois 60062

Permanent Real Estate Index Number 04-21-111-00B

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DEPT-01 RECORDING \$12.25 TR1111 TRAN 6169 08/14/87 09:41:00 #8131 # 24 #-87-451642 COOK COUNTY RECORDER

It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right, at his option, to declare all sums secured 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.

TOGETHER with all improvements, tenements, easements, 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, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, inador 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 s and seals of Mortgagors the day and year first above written.

Signature lines for Nam Il Kim and Hae Sun Kim with seals.

STATE OF ILLINOIS, COUNTY OF COOK } SS. I, the undersigned, a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT NAM IL KIM and HAE SUN KIM, his wife,

who are 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 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 12th day of August

Notarial Seal

87451642

CHICAGO, ILL. 60602
27 W. WASHINGTON ST.
ATTORNEY AT LAW
KIE-YOUNG SHIM

Chicago, Illinois 60603
11 E. Adams Street
KOREA FIRST BANK

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO: [X]

IMPORTANT!
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE ORIGINAL NOTE 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
Identification No. 19939
By: [Signature]
Assistant Secretary
Assistant Vice President

The undersigned justly indebted upon a promissory note bearing a date herewith, payable on demand, with interest as provided therein. The undersigned covenants and agrees to pay said indebtedness and the interest thereon as herein or in said note provided, and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned or the Trustee herein or in the successors or dealings of any and every kind now existing or hereafter entered into, between the undersigned and the Trustee or otherwise and whether direct, primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

1. The undersigned hereby covenants and agrees to pay to the Trustee or its assigns the principal amount of the note and interest thereon as provided in the note and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned or the Trustee herein or in the successors or dealings of any and every kind now existing or hereafter entered into, between the undersigned and the Trustee or otherwise and whether direct, primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

2. The Trustee shall retain the title, location, existence or condition of the premises, or to inquire into the validity of the signature of the Trustee or of any other person who may be authorized to execute or to execute any power herein in any manner expressly obligated by the terms hereof, not by law, but by any act or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same. The Trustee shall be liable for the same in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same.

3. The Trustee shall be liable for the same in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same. The Trustee shall be liable for the same in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same.

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5. The Trustee shall be liable for the same in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same. The Trustee shall be liable for the same in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may be liable for the same.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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