

UNOFFICIAL COPY 87206144

THIS INDENTURE, WITNESSETH, that DAVID CHIN KIM and KYE CHA KIM, his wife,

(hereinafter called the Grantor), of 3540 W. Argyle Avenue, Chicago, Illinois (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 City of Chicago, County of Cook, and State of Illinois, to-wit:

Lots 24 and 25 in Block 1 in the Lucy M. Green Addition to Chicago in Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 6356-60 South Halsted Street, Chicago, Illinois 60621 Permanent Real Estate Index Number 20-20-207-024 ALL BDO

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 or 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 Grantor S., DAVID CHIN KIM and KYE CHA KIM, his wife, are justly indebted upon principal promissory note bearing even date herewith, payable in the principal amount of US \$40,000.00, 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 Mortgagee or Trustees 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 in law, 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 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 premises with power to collect the rents, issues and profits of the said premises.

The name of a record of this instrument is DAVID CHIN KIM and KYE CHA KIM, his wife.

IN THE EVENT of the death or removal from said County of the grantee, or of his resignation, refusal or failure to act, then 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 hands and seals of the Grantor S. this 14th day of April 1987

David Chin Kim (SEAL) KYE CHA KIM (SEAL)

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 _____

DAVID CHIN KIM and KYE CHA 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 notarial seal this 14th day of April, 1987.

(Impress Seal Here)

[Signature]
Notary Public

Commission Expires 2-24-1989

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DEPT-01 110.05
T40003 TRAN 1987 04/20/87 0917-100
#7683 # C * 87-206144
COOK COUNTY RECORDER

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO

MAIL TO:

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

GEORGE E. COLE®
LEGAL FORMS