

TRUST DEED

87369549

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made June 30

19 87, between

YOUNG HOON LEE and JUNG AE LEE, 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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$ 60,000.00)

SIXTY THOUSAND and NO/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from June 30, 1987 on the balance of principal remaining from time to time unpaid at the rate of 10.00% per cent per annum in instalments (including principal and interest) as follows: (\$ 645.00)

SIX HUNDRED FORTY FIVE and No/100----- Dollars or more on the 1st day of July 19 87, and SIX HUNDRED FORTY FIVE and NO/100----- Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of June, 2002. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of -17 1/2- 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 RAND INVESTMENT COMPANY, 2850 N. Central Chicago, IL 60634

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 City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 9 in Block 18 in John Miller's Irving Park Addition being a Subdivision in the West 1/4 of the North East 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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12.00

PERMENENT REAL ESTATE INDEX NUMBER: 13-15-226-005

which, with the property hereinafter described, is referred to herein as the "premises,"

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, gas, 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 such 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 seal S of Mortgagors the day and year first above written.

YOUNG HOON LEE (SEAL) JUNG AE LEE (SEAL)

STATE OF ILLINOIS, County of Cook

SS. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT YOUNG HOON LEE and JUNG AE LEE, his wife,

who are personally known to me to be the same person S whose name S 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.

Given under my hand and Notarial Seal this 30th day of June 19 87.

Notary Public

Notarial Seal

IF YOUR PAYMENT IS 15 DAYS LATE, YOU WILL BE CHARGED 5% OF YOUR MONTHLY PAYMENT AS AN ADDITIONAL LATE CHARGE (\$ 32.25)

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UNOFFICIAL COPY

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

CHICAGO, ILL. 60630

4431 Keokuk

BOX 383 CG

Suite 1906

2 North LaSalle Street

MAIL TO:

CANEL AND CANEL

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND
TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST
DEED IS FILED FOR RECORD.

Identification No. 719187
CHICAGO TITLE AND TRUST COMPANY,
By *[Signature]*
Trustee.

ASSIGNMENT SECRETARY (ALTERNATE) [Signature]

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises injured against loss or damage by fire or any other cause which mortgagee may have in contact. To prevent default hereunder mortgagee shall pay in full under protest, in the manner provided by statute, any tax or charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note a duplicate receipt therefor.

2. Mortgagee shall pay for any general tax, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note a duplicate receipt therefor.

3. Mortgagee shall pay for any general tax, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holder of the note a duplicate receipt therefor.

4. In case of default hereunder, Trustee or holder of the note may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder.

5. In case of default hereunder, Trustee or holder of the note may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder.

6. In case of default hereunder, Trustee or holder of the note may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder, and may, but need not, make any payment or perform any act hereunder.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereon, and in any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all expenses and costs which may be paid or incurred by or on behalf of Trustee or holder of the note for attorney's fees, Trustee's fees, appraiser's fees, court costs for documents and expert evidence, and all other expenses and costs and expenses (which may be estimated as to items to be expended after entry of the decree) or of producing all such abstracts of title, title searches and examination, title insurance policies, foreclosing notices, and similar data and assurances with respect to title as Trustee or holder of the note may deem to be reasonably necessary either to present such suit or to evidence to bidders at any sale which may be had pursuant to such decree that the condition of the title to or the value of the premises and all other interests therein as mentioned in this paragraph shall become so much additional indebtedness secured hereby and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed. If any, otherwise the premium rate set forth in the note shall have the same effect as if it were a part of the note.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred by the foreclosing party under the terms hereof, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness in addition to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagee, then here, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose, or a trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of said premises. The receiver shall have the right to take possession of the premises, to collect the rents, profits and interest thereon, and to apply the same to the payment of the debt secured by the note, and to distribute the surplus, if any, to the holder of the note.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obliged to record this trust deed or to exercise any power herein given, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnification to it by power exercising any power herein given.

13. Trustee shall retain title to the premises until the full debt and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release thereon, and at the request of any person who shall, either before or after maturity, produce and exhibit to Trustee a release in form and substance as set forth in the attached form, which release may be accepted as true without inquiry. Where a release is required to be placed in the hands of a successor trustee, such successor trustee shall be required to place in the hands of the person designated as the transferee herein a release in form and substance as set forth in the attached form, which release may be placed in the hands of the person designated as the transferee herein, and where the release is required to be placed in the hands of a successor trustee, such successor trustee shall be required to place in the hands of the person designated as the transferee herein a release in form and substance as set forth in the attached form, which release may be placed in the hands of the person designated as the transferee herein.

14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated, or in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated, all or part of the premises hereby secured by this trust deed, and the assignee shall be bound by the terms hereof, and shall have the same rights and authority as are herein given to Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons claiming under or through Mortgagee.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release is filed. Trustee or successor shall be entitled to a reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustee Act" of the State of Illinois shall be applicable to this trust deed.

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

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12. It is hereby further agreed that should the Mortgagor, or any assignor, transfer, assign or otherwise dispose of or further encumber the premises hereunder, the Mortgagor shall remain liable for the payment of the principal and interest on the debt secured by this trust deed, and shall remain liable for the payment of the principal and interest on the debt secured by this trust deed, and shall remain liable for the payment of the principal and interest on the debt secured by this trust deed, and shall remain liable for the payment of the principal and interest on the debt secured by this trust deed.