

UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made August 2, 1988, between DONG SUK KIM, divorced and not remarried,

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 ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED THIRTY SIX AND 20/100 Dollars, (\$121,636.20) 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 January 1, 1989 on the balance of principal remaining from time to time unpaid at the rate of 10-1/4 percent per annum in instalments (including principal and interest) as follows:

ONE THOUSAND ONE HUNDRED TWELVE AND 33/100 Dollars or more on the 1st day of February 1989, ONE THOUSAND ONE HUNDRED TWELVE & 33/100 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 January, 1994. 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 15% 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 [redacted] in said City.

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 Village of Winnetka COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

The East 50 feet of the West 120 feet of the South half (measured on the West line) of Lot 5 in Graves Subdivision, a subdivision of that portion of the North fractional half of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian formerly known as Blocks 44, 68 and 69 in the Village of Winnetka and 33 feet West of adjoining Blocks 44 and 68 in the Village of Winnetka Illinois.

Perm. Index No. 05-21-132-006-0000

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 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 and seal of Mortgagors the day and year first above written.

DONG SUK KIM [SEAL] [Signature] [SEAL]

STATE OF ILLINOIS, County of Cook, i. Bernice S. Duggan a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dong Suk Kim, divorced and not remarried,

OFFICIAL SEAL: I, Bernice S. Duggan, Notary Public, State of Illinois, do hereby certify that the above and foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and My Commission Expires 7-28-1991 for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of September 1988

This instrument was prepared by ALICE KOLNICK, Attorney at Law 4760 West Devon Avenue

[Signature] Notary Public

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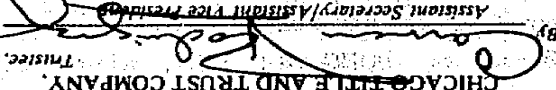
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UNOFFICIAL COPY

ALICE KOINICK  
4760 West Devon Avenue  
Lincolnwood, Illinois 60466  
8 Willow Road  
MAIL TO:

FOR RECORDER'S INDEX PURPOSES  
MAIL STREET ADDRESS ABOVE

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

By   
Assistant Secretary/Assistant Vice President  
CHICAGO TITLE AND TRUST COMPANY, Trustee.  
Identification No. 725847

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgages shall pay before any penalty attaches all general taxes, special taxes, assessments, water charges, sewer service charges and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note a duplicate receipt therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessments which Mortgages may desire to contest.

3. Mortgages shall keep all buildings and improvements now or hereafter insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default hereunder, Trustee or the holders of the note may, but need not, make any payment or perform any act hereunder required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or interests or any other monies advanced by Trustee or the holders of the note to protect the mortgage premises and the debt hereon, plus reasonable compensation to Trustee or authorized agent and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or authorized agent for the protection of the premises and the debt hereon, plus reasonable compensation to Trustee or authorized agent for each matter concerning which action authorized herein may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate furnished from the appropriate public officer without inquiry into the accuracy of such bill.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgages, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding any installment or principal or interest on the note, or (b) become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

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. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the decree for sale all taxes, assessments and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, signographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurance with respect to the note or the holders of the note may deem to be reasonably necessary either to protect such suit or to evidence to the satisfaction of the lender and to such decree the true condition of the title or of the value of the premises. All expenses and charges of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due 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 other person, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including protest and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure of this Trust Deed or for the enforcement of any other agreement of the Mortgages hereon, shall be a creditor of the note or of the holders of the note in connection with (a) any such proceeding, including protest and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (c) preparation for the commencement of any suit for the foreclosure of this Trust Deed or for the enforcement of any other agreement of the Mortgages hereon, shall be a creditor of the note or of the holders of the note in connection with (a) any such proceeding, including protest and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, whether or not actually commenced.

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 incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional 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 Mortgages, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereon, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after maturity of the note, without notice, without regard to the sovereignty or jurisdiction of any foreign state, and the receiver shall have power to collect the full amount of the note and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgages, except for the payment of the note, may be in possession, control, management and operation of the premises during the whole or in part of said period. The receiver shall have authority to execute, record and file in the public records, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver shall have authority to execute, record and file in the public records, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver shall have authority to execute, record and file in the public records, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of said period. The receiver shall have authority to execute, record and file in the public records, and all other powers which may be necessary or appropriate for the protection, possession, control, management and operation of the premises during the whole or in part of said period.

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 holders of the note shall have the right to inspect the premises, and 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 of the identity, capacity, or authority of the signatories of the note, or to apply to 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 indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien hereof 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 hereon, and at the request of any person who shall either before or after maturity of the note, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representative Trustee may accept as true without inquiry. Where a release is required of a successor Trustee, thereon by a prior Trustee hereunder or which conforms with the description herein contained of the original Trustee and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original Trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note, herein described any note which may be presented and which conforms in substance with the description herein contained of the original Trustee and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through this instrument, shall be construed to mean "notes" when more than one note is used.

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 deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this Trust Deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this Trust Deed.

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