



TRUST DEED

UNOFFICIAL COPY!

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-88-565901

THIS INDENTURE, made November 17, 1988 between

DANIEL KIM and ALICE KIM, his wife,

herein referred to as "Mortgagors", and **mayafair bank**, an Illinois Banking 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 TWENTY THOUSAND and No/100ths (\$20,000.00) ----- DOLLARS,

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF MAYFAIR BANK, an Illinois Banking Corporation,

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 seven 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 MAYFAIR BANK, 4001 West Devon Avenue, Chicago, Illinois 60646.

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 Wilmette, COUNTY OF COOK, AND STATE OF ILLINOIS.

to wit:

Lot 3 in Block 2 in Wilmette Laramie Subdivision of Lots 1 to 5 in Roemers Subdivision of Lot 43 and Lot 42 (except railroad) in County Clerk's Division in Section 31, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 537 Lavergne, Wilmette, Illinois 60091

Permanent Real Estate Index Number 05-31-225-014

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• DEPT-01 RECORDING \$12.25
 • T62222 TRAN 7265 12/08/88 09:19:00
 • \$2930 + B #88-565901
 • 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, 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, indoor 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 seal(s) _____ of Mortgagors the day and year first above written.

W.A.I.L.

(SEAL)

(SEAL)

STATE OF ILLINOIS.

{ SS.

COUNTY OF COOK

I, the undersigned,

a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT DANIEL KIM and ALICE KIM, his wife,

Daniel Kim

Alice Kim

(SEAL)

(SEAL)

Alice Kim

who are personally known to me to be the same persons 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.

"OFFICIAL SEAL"

Russell G. Siebold

Notary Public, State of Illinois
My Commission Expires 6/17/98Form 30 Trust Deed - Individual Mortgagor - Secures One Principal Note - Term.
R. 1779Given under my hand and Notarial Seal this 6th day of November, 1988.

Russell G. Siebold

Notary Public

