



CTTC 7 THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made July 5, 1988, between Don Soo Cho and Sung Hee Cho, husband and 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 Fifty Thousand and NO/100 (\$50,000.00) -----

----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEAVER~~ MAYFAIR BANK, 4001 West Devon, Chicago, Illinois 60646

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from July 15, 1988 on the balance of principal remaining from time to time unpaid at the rate of prime+2 per cent per annum in installments (including principal and interest), as follows: In five (5) years or upon demand at any time.

~~XX Dollars of the XXXXX and XXXXX day of XXXX and XXX Dollars of the XXXXX day of XXXX and XXX Dollars of the XXXXX day of XXXX and XXX Dollars of the XXXXX day of XXXX~~ 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 prime+7 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 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 consisting of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, Cook County, Illinois, AND STATE OF ILLINOIS, to wit:

\$13.25  
#1111 P TRAN 0981 07/07/88 13:15:00  
#1684 #A \*--BB--298649  
COOK COUNTY RECORDER

SEE ATTACHED FOR LEGAL DESCRIPTION

It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagor 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.

This instrument was prepared by Law Office of Jay H. Kim, 5715 N. Lincoln, Chicago, IL 60659

which, with the property hereinafter described, is referred to herein as the "premises," S-200, Chicago, IL 60659 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, stove, 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.

\_\_\_\_\_ [ SEAL ] \_\_\_\_\_ [ SEAL ]  
 Don Soo Cho Sung Hee Cho  
 \_\_\_\_\_ [ SEAL ] \_\_\_\_\_ [ SEAL ]

STATE OF ILLINOIS, )  
 ) SS. I, the undersigned  
 County of Cook ) a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY  
 THAT Don Soo Cho and Sung Hee Cho, husband and 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.  
 Under my hand and Notarial Seal this 5th day of July 19 88.  
 \_\_\_\_\_ Notary Public



88298649  
88298649  
13/11/88

MAIL TO: FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OR ABOVE DESCRIBED PROPERTY HERE.

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.

CHICAGO TITLE AND TRUST COMPANY, Assistant Secretary/Assistant Vice President By: *[Signature]* Identification No. 224730

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):
1. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm...
2. Mortgages shall pay all taxes, water charges, sewer service charges, and other charges against the premises...
3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm...
4. In case of default, the Trustee, or his assigns, may, at any time, and in its discretion, cause the mortgaged premises to be sold...
5. The Trustee or the holder of the note hereby secured making any payment hereunder to the Trustee or holder of the note shall be considered as a holder of the note...
6. The Trustee or the holder of the note hereby secured shall be deemed to have notice of all matters which may be deemed to be necessary...
7. The Trustee or the holder of the note hereby secured shall be deemed to have notice of all matters which may be deemed to be necessary...
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...
9. Upon, or at any time after the filing of a bill to foreclose the trust deed, the court in which such bill is filed may appoint a receiver of said premises...
10. No action for the enforcement of the lien or of any provision hereof shall be a defense 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...
12. Trustee has no duty to examine the title, location, existence or condition of the premises...
13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid...
14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed...
15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of or through Mortgagees...
16. Before releasing this trust deed, Trustee or successors shall receive for its services a fee as determined by its rate schedule in effect when the trust deed is issued...
The provisions of this trust deed, of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

64936298

## LEGAL DESCRIPTION

Lot two (2) in Block thirty-eight (38) in W.F. Kaiser and Company's Peterson Wood Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, (except that part of Lot two (2) in Block thirty-eight (38) lying between the South Westerly line of Lincoln Avenue and a line seventeen (17) feet South Westerly thereof measured at right angles thereto and parallel with the South Westerly line of Lincoln Avenue), in Cook County, Illinois.

Lot three (3) in Block thirty-eight (38) in W. F. Kaiser and Company's Peterson Wood Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, (except that part of Lot three (3) in Block thirty-eight (38) lying between the South Westerly line of Lincoln Avenue and a line seventeen (17) feet South Westerly thereof measured at right angles thereto and parallel with the South Westerly line of Lincoln Avenue), in Cook County, Illinois.

Lot four (4) in Block thirty-eight (38) (except the part lying between the South West line of Lincoln Avenue, and a line seventeen (17) feet South West thereof taken for widening of Lincoln Avenue) in Kaiser and Company's Peterson Woods Additions to Arcadia Terrace in Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Lot five (5) in Block thirty-eight (38), (except that part conveyed to City of Chicago by Deed recorded August 11, 1937, as document 12037234) in W. F. Kaiser and Company's Peterson Wood's Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian according to the Plat thereof recorded January 7, 1915, as document 5557707, in Cook County, Illinois.

COMMONLY KNOWN AS: 5978 North Lincoln Avenue  
Chicago, Illinois 60659

PERMANENT INDEX NUMBERS: 13-01-303-002-0000, Volume 317, as to Lot 2  
13-01-303-003-0000, Volume 317, as to Lot 3  
13-01-303-004-0000, Volume 317, as to Lot 4  
13-01-303-005-0000, Volume 317, as to Lot 5

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