

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

99435172

THIS INSTRUMENT WITNESSETH, that Joseph Byung Kim, Myung Ae Kim and John Kim

(hereinafter called the Grantor), of 5318 W. North Avenue, Chicago, Illinois 60639

for and in consideration of the sum of TEN AND NO/100 (\$10.00)

in hand paid, CONVEY AND WARRANT to The Mayfair Bank

of 4001 W. Devon Avenue, Chicago, Illinois

as Trustee, and to his successors in trust hereinafter named, 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 County of Cook and State of Illinois, to-wit:

LOT 23 IN BLOCK 14 IN COBE AND MCKINNON'S SIXTY THIRD STREET AND SACRAMENTO AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2918 W. 63rd Street, Chicago, Illinois 60629

Permanent Index Number: 19-13-329-030

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 is justly indebted upon ONE principal promissory note bearing even date herewith, payable on demand in the principal amount of US\$30,000.00 with interest as provided herein. 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 Grantee, or 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 Grantee, 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 extension of any of the foregoing.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon as provided 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 repair 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 first mortgagee or Trustee 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 discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at prime+7% per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of 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 prime+7% per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express 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 document preparation, 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 shall be 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 anyone 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 said premises.

The name of a record owner Joseph Byung Kim, Myung Ae Kim and John Kim

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then John Kim of said County is hereby appointed to be first successor in this trust;

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 of 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.

This trust deed is subject to \_\_\_\_\_

Witness the hand and seal of the Grantor this 31st day of August 1989

Joseph Byung Kim (SEAL)  
Joseph B. Kim  
Joseph Byung Kim

Please print or type name(s) below signature(s)

89-435172

Myung Ae Kim (SEAL)  
Myung Ae Kim

John Kim

This instrument was prepared by Jay H. Kim, 5715 N. Lincoln, 8200, Chicago, Illinois (NAME AND ADDRESS) 60659

DEPT-01 RECORDING \$12.25  
T#0000 TRAN 5602 09/15/89 11:19:00  
#3396 + C \* -89-435172  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

99435172

1225

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STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

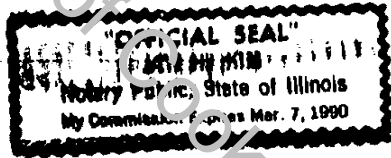
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Byung Kim, Myung Ae Kim and John Kim

personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> 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 official seal this 31st day of August, 1989.

(Impress Seal Here)

Commission Expires



*[Handwritten Signature]*  
Notary Public

BOX No. 89435172

SECOND MORTGAGE  
**Trust Deed**

TO :

MAIL TO:

The Mayfair Bank  
4001 W. Devon Avenue  
Chicago, Illinois 60646

GEORGE E. COLE  
LEGAL FORMS

Property of Cook County Clerk's Office