

TRUSUMOFFICIAL COPY

89501229

00

#66946

THIS INDENTURE, made	October 11,	1989, between	JOKIM, INC.	
a corporation organized unde	·	•		oriesent" and CHICAGE
TITLE AND TRUST COMP	'ANY, an Illinois com	poretion doing business to	n Chicago, Illinois, herein	referred to as TRUSTEE
THAT, WHEREAS the Mort				
described, said legal holder or To vent y Thousand	(83/0,000.00)		34 (4 1) (4 4) (4 4) (4 4) (4 4) (4 4) (4 4) (4 4)	
evidenced by one certain Prin			n date herewith, made pay	
and delivered, in and b	y which said Princ			
on DEMAND of prime + 1% por ce	with interest the neum per annum,			maturity at the rate
per annum, and all if a			t after maturity at the rate	
in Chicago,	Minois, as the holde	rs of the note may, from ti	me to time, in writing appo	int, and in absence of such
appointment, then at the offic Chicago, Illin		Street City	N. Michigan Ave	•
NOW, THEREFORE, the Mor	trust door, and the perform	tent of the taid principal tun nance of the covenants and age	of money and said interest terminates of money and said interest to the	n accordance with the terms ie Mortgagor to be performed
NOW, THEREFORE, the Mor provisions and limitations of this and also in consideration of the WARRANT unto the Trustee, its lying and being in the ILLINOIS, to wit:	sum of the Dollar in han successors and evigns, the City of Chica	id poid, the receipt whereof is following described Real Esta R g o , COUN	i hereby acknowledged, does b te and all of its estate, right, tit TY OF COOK יצואר 1 ארכט	r these presents CONVEY and 4 and interest therein, situate AND STATE OI RDTNG
				0931 10/23/89 11 4
		2		*695012
		CAIPTION RIDER		TY RECORDER
SER WIINC	ting high for to	ERMANENT TAS NU	MINITING	
PROPERTY		on West Young a	nd 7200 North o, Illinois eq	. 1.6
	W 3 2		o, tranons ou) · ()
		4/2×		
which, with the property hereinafte TOGETHER with all improvem so lone and during all such times as	ients, tenements, essements Mottgagor may be entitled	aretras the premises, 1. fixtures, and appurtenances 1 thereto (which are pledged pr	the eto belonging, and all rents, im trily on a parity with said re	issues and profits thereof for i estate and not secondarily).
which, with the property heretrafte TOGETHER with all improvem so long and during all such times a and all appearatus, equipment or ar (whether single units or centrally windows, floor coverings, inador i physically attached thereto or not,	ticles now or hereafter the controlled), and wentilation	rein or thereon used to supply in, including (without restrict)	heat, gr., air conditioning, wants the re-going), screens, win	er, light, power, refrigeration low shades, storm doors and
wingows, floor coverings, inigor (physically attached thereto or not, successors or assigns shall be consid	and it is agreed that all similared as constituting part of	lar apparatus, equipment or as the real estate.	sides hereafter placed in the pre	mises by the mortgapor or its
successors or assigns shall be consid TO HAVE AND TO HOLD the set forth.	premises unto the wid Trus	tee, its successors and assigns,	farever, for the surposes, and v	on the uses and trusts herein
This trust deed consists of deed) are incorporated herein b				
In Witness Whereof said mortgagor	has caused its corporate se	al to be becounto affixed and t	hese presents to be signed * . If	Assistant Vice President and
	rectors	described may be avanued an	hehalf of said corneration by it	
the <u>Board of Di</u> Said resolutions further provide the President and S		A	behalf of said corporation by it	<u>C</u>
the <u>Board of Di</u> Said resolutions further provide th	ecretary	TOX	IM, INC.	
the <u>Board of Di</u> Said resolutions further provide th	ecretary	Hyo Kwan Kim	IM, INC.	ISTANT VIGE PRESIDENT
the <u>Board of Di</u> Said resolutions further provide the President and S	ecretary	TOK JOK	IM, INC.	
Said resolutions further provide the President and S Corporate Seal STATE OF ILLINOIS.	ecretary	Hyo Kwan Kim	IM, INC.	ISTANT VIGE PRESIDENT
Seid resolutions further provide the President and S Corporate Seal STATE OF ILLINOIS. County of Cook SS	ecretary ii a Notary Public In	Hyo, Kwan Kim ATTEST: La rlank, Gru and for sold County, in the St	IM, INC.	ISTANT VICE PRESIDENT
Said resolutions further provide the President and S Corporate Seal STATE OF ILLINOIS.	ecretary ii a Notary Public In	Hyo Kwah Kim ATTESTI	IM, INC.	ISTANT VICE PRESIDENT
Said resolutions further provide the President and S Corporate Seal STATE OF ILLINOIS. County of Cook SS Hyo Kwan Kim	i	Hyo, Kwan Kim ATTEST: La rlank, Grund County, in the St which the Act President of the	IM, INC. ASS The aforesaid, DO HEREBY CEI JOKIM, INC.	ISTANT-VICE PRESIDENT ASSISTANT SECRETARY LTIPY THAT
Said resolutions further provide the President and S Corporate Seal STATE OF ILLINOIS. County of Cook SS Hyo Kwan Kim of said Conduction Signed and Sor the use	a Notary Public in a Notary Public in and pany, personally known to ise Fresident and Assistant delivered the said instrume a and purposes therein set	Hyo, Kwan Kim ATTEST ATTEST ATTEST ATTEST AND R. Grund County, in the St. Which Hiradick President of the me to be the same persons who Secretary, respectively, appeal mit as their own free and volume forth; and the sald Assistant	ate aforeseid, DO HEREBY CEI JOKIM, INC. JOSE names are subscribed to the red before me this day in person that year and as the free and wo Secretary then and there ackn	ISTANT WIGE PRESIDENT ASSISTANT SECRETARY ITIFY THAT designate Secretary foregoing instrument as such and acknowledged that they and acknowledged that they awarder according to company, owledged that said desistent
Corporate Seal STATE OF ILLINOIS. County of Cook Hyo Kwan Kim of said Con signed and for the use Secretary, a	a Notary Public in a Notary Public in and pany, personally known to delivered the said instrume and purposes therein set is custondian of the corpora ms. Secretary's own fise and	Hyo, Kwan Kim ATTEST ATTEST ATTEST ATTEST AND R. Grund County, in the St. Which Hiradick President of the me to be the same persons who Secretary, respectively, appeal mit as their own free and volume forth; and the sald Assistant	ate aforeseid, DO HEREBY CEI JOKIM, INC. JOSE names are subscribed to the red before me this day in person that year and as the free and wo Secretary then and there ackn	ISTANT-VICE PRESIDENT ASSISTANT SECRETARY LTIFY THAT Conspoint instrument as such and acknowledged that they award contently owledged that they award contently owledged that said Assistant
Corporate Seal STATE OF ILLINOIS, County of COOK Hyo Kwan Kim of said Com Assistant William of the Use Secretary, and Ambient Management of the Use Secretary, and Ambient of the Use Secretary, and Sec	a Notary Public in a Notary Public in and	Hyo, Kwan Kim ATTEST ATTEST ATTEST ATTEST AND R. Grund County, in the St. Which Hiradick President of the me to be the same persons who Secretary, respectively, appeal mit as their own free and volume forth; and the sald Assistant	IM, INC. ASS The aforesaid, DO HEREBY CEI JOKIM, INC.	ISTANT-VICE PRESIDENT ASSISTANT SECRETARY LTIFY THAT Conspoint instrument as such and acknowledged that they award contently owledged that they award contently owledged that said Assistant
Corporate Seal STATE OF ILLINOIS. County of Cook Hyo Kwan Kim of said Con signed and Sor the use	a Notary Public in a Notary Public in and	Hyo, Kwan Kim ATTEST: ATTEST:	ate aforeseid, DO HEREBY CEI JOKIM, INC. JOSE names are subscribed to the red before me this day in person that year and as the free and wo Secretary then and there ackn	ISTANT-VICE PRESIDENT ASSISTANT SECRETARY LTIFY THAT Conspoint instrument as such and acknowledged that they award contently owledged that they award contently owledged that said Assistant

REVERSE SIDE OF THIS TRUST DEED!

THE COVENANTS, CONDITIONS AND PROVISIONS RETERACE TO GARGE 17th REVERSE BIDE OF TRIS TRUST DEED!

1. Morgages thall (s) promptly repair, restore or rebuild any buildings or approximates now or bereafter on the premiers in good condition and repair, without waste, and free from mechanic 10 cities test or claims (for the control of the line hereof; (i) pay when due and understown were secreted to the control of the permane repaired to the permane repaired permanent repaired permanent repaired permanent repaired approach to the permanent repaired precipits and the permanent repaired approach to the permanent of the permanent repaired perma

provided; third, all principal and interest remaining unpaid on the principal was; fourth, any overptus to Mortgager, its successors or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this warded, the court in which such bill is filed may appoint a receiver of said premises. Buch appointment may be made either before or after sale, without regard to the solvency or issolvency of its first premises are predicted in the fruits and in the result of the trust issues and profits of mid premises during the pendency of such foreclosure said and, in case of a tale and a deflored. A tring the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgager, except for the perivention of such receiver. South realists and profits, and all other powers which may be necessary or are usual in tach ones for the protection, possesson, control, management and operation of the premises during the whole of said period. The Court from time to time my authorize the receiver to apply the net accome in his hands in payment in whole in part of: (a) The indebtedness secured hereby, or by any decree for working this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

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

11. Trissite or the holders of the note shall have the right to inspect the premises at all reasonable comes and access thereto shall be permitted for that purpose.

purpose.

12. Trustee has no duly to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any a 15 to 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 it semicities estisfactory to it before exercising any power herein given.

13. Trustee thall release this trust deed and the lien thereof by proper instrument upon presentation of a "factory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to add at the reseast of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a place trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed on behalf of the corporation herein 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 principal note and which may be presented and which conforms in substance with the description herein contained of the principal note asserted on behalf of the corporation herein legisted.

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. In case of the resignation, inability or refusal to set of Trustee, the then Recorder of Deeds of the tounty 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 Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note or this Trust Deed.

16. The mortgagor hereby walves any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, and its own behalf and on behalf of each and every person, succept decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.

17. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate echedule in effect when the release deed is insued. 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 Riscois shall be applicable to this trust deed.				
IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.	Telentification No. CHICAGO TITLE AND TRUST COMPANY. Assistant Secretary Assistant Vice President			
Paul F. Schofield Two First National Plaza, Chicago, Illinois 60603 PLACE IN RECORDER'S OFFICE BOX NUMBER BO	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE X 295			

UNOFFICIAL COPY,

UNITS NUMBERED 2A TO 2D, 3A TO 3D, S1 TO S4, P2A, TO P2D, P3A TO P3D AND PS1 TO PS8 IN THE ROGERS PARK CONDOMINIUM HOMES, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 37, 38 AND 39 IN MITCHELL AND SCOTT'S ADDITION TO ROGER'S PARK, BEING A SUBDIVISION OF THE WEST 1/2 (EXCEPT THE EAST 12 FEET THEREOF) OF THE EAST 13 1/3 ACRES OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED OCTOBER 6, 1921 AS DOCUMENT 8139127, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25899866 CM JUNE 10, 1981 WITH THE OFFICE OF THE RECORDER OF OFFDS OF COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMINTS.

UNOFFICIAL OPPY

PERMANENT TAX IDENTIFICATION NUMBERS

10-25-425-050-1001	10-25-425-050-1015
10-25-425-050-1002	10-25-425-050-1016
10-25-425-050-1003	10-25-425-050-1017
10-25-425-050-1004	10-25-425-050-1018
10-25-425-050-1005	10-25-425-050-1019
10-25-425-050-1006	10-25-425-050-1020
10-25-435-050-1007	10-25-425-050-1021
10-25-425-050-1008	10-25-425-050-1022
10-25-425-05(-1009	10-25-425-050-1023
10-25-425-050-1010	10-25-425-050-1024
10-25-425-050-1011	10-25-425-050-1025
10-25-425-050-1012	10-25-425-050-1026
10-25-425-050-1013	10-25-425-050-1027
10-25-425-050-1014	10-25-425-050-1028
	Clarks
	895(1222)
	495(42)20
	⊕ ,
	,

RIDER TO TRUST DEED DATED OCTOBER 11, 1989 BETWEEN JOKIM, INC. AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

- 18. The principal note secured by this trust deed is also secured by other real estate.
- 19. 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. The trustee or its 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.
- 20. "Prime" or "prime rate" refers to Korea First Bank's prime rate of interest as defined in the note secured by this trust deed.
- 21. The first party represents and warrants that the proceeds of the note secured by this trust deed will be or have been used solely for business purposes in accordance with Chapter 17, Section 6404, Illinois Revised Statutes.
- This trust deed is given to secure a loan payable on demand and is intended to cover cuture advances, whether such advances are obligatory or are made at the option of the lender, or otherwise, to the extent as if such future advances are made as of the date of the execution of this trust deed, notwithstanding the fact there may be no advance made at the time of execution of this trust deed and, notwithstanding the fact that the indebtedness outstanding may increase or decrease at any time after the date of this trust deed. The lien of this trust deed as to third persons shall be valid as to all such indebtedness and future. advances from the time of the recording of this instrument. The total amount of the indebtedness secured by this trust deed may increase or decrease from time to time and the unpaid balance secured at any one time shall include: (a) an amount up to the maximum principal amount as specified in this trust deed; (b) any disbursements made by the holder of the note to protect or realize the value of the real estate given as collateral security such as advances for payment of taxes, special assessments or insurance on the real estate, reasonable attorney's fees, court costs, maintenance, repair and any other costs or expenses incurred by the holder as authorized by this trust deed; (c) interest on such advances or disbursements; and (d) interest on the principal indebtedness remaining from time to time unpaid.

UNOFFICIAL COPPY,

23. This trust deed and all provisions hereof (including this Rider), shall extend to and be binding upon first party and all persons claiming under or through first party, and the words "first party" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof and all land trust beneficiaries of first party, whether or not such persons shall have executed the note or this trust deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

IN WITNESS WHEREOF, the mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and Secretary on the day and year first written above, pursuant to authority given by the resolutions duly passed by the Board of Directors of said corporation.

JOKIM, INC., an Illinois Corporation

By: Kyo Kwan Kim, President

Attest: No Kwan Kim, Secretary

STATE OF ILLINOIS

s.s.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY that HYO KWAN KIM, President of JOKIM, INC. and The Representation of JOKIM, INC. are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectfully, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation, to be affixed to said instrument as said Secretary's own free

UNOFFICIAL POPPY

and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of

Notary Public

This Instrument was prepared by:

PAUL F. SCHOFIFLD, P.C. Attorney at LLW
Two First National Plaza
20 S. Clark Street
Suite 800
Chicago, Illinois 60603
(312) 332-3003

KFBJOKIM/RIDER.TD3:4144:9/22/89

OF SEAL "
OHARL SEGRYLL
NOTARY POLE JA CELLINGIS
MY COMMISSION EXPIRES 11/30/90

Mail to:

BOX 295