UNOFFICIAL COP

## TRUST DEED

760845

COK COUNTY, ILLINOIS

89514809

30 51 3-27 BOVE SPACE FOR RECORDERS USE ONLY

1989, between American National Bank and Trust THIS INDENTURE, Made October 11,

Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated June 14, 1988 and known as trust number 195717-01, herein referred to as "First Party," and CHICAGO TITLE and TRUST COMPANY

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Nine Hundred Thirty Thousand (\$930,000.00) -----

made payable to TEXAMER KOREA FIRST BANK

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in instalments as follows:

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thereafter, to and including the

shal. be payable on demand plus accrued interest

19 \_\_\_, with a final payment of the balance due on the The principal day of

day of

-19 , with interest only payable

on the principal balance

from time to time unpaid at the rate of prime plus Two (2%) per cent per annum payable ; each of said instalments of principal bearing interest after maturity at the rate of 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 (\*prime plus three (3%) percent after maturity) Illinois, as the holders of the note may, from Lime to time, in writing appoint, and in absence of such appoint-

ment, then at the office of KOREA FIRST LINK, 205 N. Michigan, Suite 915 in said City, NOW, THEREFORE. First Party 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 also in consideration of the sum. One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trust e. it successors and assigns, the following described Real Estate situate, lying and

being in the COUNTY OF COOK

AND STATE OF ILLINOIS, to wit:

Lot 1 in Hammond and others subdivision of east 315 feet of the north east 1/4/ of the forth east 1/4 of the north west 1/4 of section 10, township 38 north, range 14 east of the third principal meridian, in Cook County, Illinois

and commonly known as 4700 South King Dri'e, Chicago, Illinois

PERMANENT TAX NO. 20-10-105-004

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and apparents thereto belonging, and all rents, it so and profits thereof for to long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real enter and not necondarily), and all apparatus, expirement or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or crarally controlled), and ventilation, incloding (without restricting the foregoing, water window shades, storm doors and windows, floor coverings, insdor beds, awaings, stowes 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, exception or articles hereafter placed in the premises by First Party or its 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1: recouplly repair, restore or rebuild any buildings or improvement now or herester on the premises which may become damaged or be destroyed; (2: keep said premises in good condition and repair, without waste, and free from mechanic's or other liers or claims for lien not expensely subordanated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien bereof, and upon recover enabled satisfactory evidence of the discharge of such prior lien to Truster or to holders of the notes; (4: complete within a reasonable time any building or satisfactory evidence of the discharge of such prior lien to Truster or to holders of the notes; (4: complete within a reasonable time any building or building now as at any time in process of exection upon said operation; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or considerate receipt therefor; (7) pay hefore any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, severy service charges, and other charges against the premises when due, and upon writters requent, to furnise or to holders of the note duplicate receipts therefor; (3) pay in full against the premises when due, and upon writters requent, to furnise or to holders of the note duplicate receipts therefor; (3) pay in full under protects, in the manner provided by statuta, any tax or assessment which First Party may desire to content; (5) keep all buildings and improvements new or hereefter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by, all in companies satisfactory to the holders of the note, under

NAME | Paul F. Schofield, P.C. E STREET 20 S. Clark Street - Suite 800 L I CITY Chicago, Illinois 60603 V E BOX 333-GG

Chicago, Illinois This instrument was prepared by:

Paul F. Schofield

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE,

4700 South King Drive

RECORDER'S OFFICE BOY NUMBER

M-3256

INSTRUCTIONS

20 S. Clark Street - 800 Chicago, Illinois

holders of the note, such rights to be relieved, the main respective chase of the such conditional and renewal policies, to holders of the met, and in circ of insurance that to explicit of effect on policies not less than ten days prior to the respective dates of expiration; there is ever the lower of the other my, that ever not relieve the conditions of the conditions

2. 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 procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the hote, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby ascared shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the

do any of the things specifically act forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. 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 hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and experts which may be paid or incurred by or on behalf of Trustee or holders of the note for attorners' fees, the expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens critificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the primises. All expenditures and expenses of the noter in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with an exercise of such rate deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accessed as the security hereof, whether or not actually commenced.

5. The proceeding, including probate and bankrupter proceedings, including all such judges and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all costs and expenses incident to the foreclosure proceedings including all such items as are mentioned in the preceding paragraph hereof; second, all costs and expenses incident to the foreclosure p

rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment me be made sither before or after sale, without notice, without regard to the solvency or intolvency at the time of application for such receiver, of the p son or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether be same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver, during the power to ollect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full purpose of redemption, whether there be redemption or not, as well as during any further times when Pirst Party, its successors or assigns, accer, for the intervention of such reviewer, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or a c usual in such cases for the protection, possession, control, management and operation of the premises during the indebtedness accured hereby, or we are decisioning this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such de ce, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. Trustee or the holders of the occupied such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency in that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee he obligated to access the sale and deficiency in case of a sale and deficiency and the purpose.

7. Trustee or the holders of the 50% shall have the right to inspect the premises at all reasonable times and access invited and that purpose.

2. Trustee has no duty to examine the file, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given and expressly obligated by 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.

2. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness accured by this trust deed has been fully paid: "A Trustee may executs and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the nots representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without I quiry. Where a release is requested of a successor trustee, such successor frustee may accept as the greening to be executed by a prior trustee hereunder or which conforms in substance with the description herein contains of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original trustee and it has river executed as certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any ote which may be presented and which conforms in substance with the description herein contained the note and which burports to be executed on healf of First Party.

10. Trustee may resign by instrument in writing filed 1 to office of the Recorder or Registrar of Titles in which the instrument shall have been recorded or filed in case of the resignation, insability or refusal on acceptance of the resign

The indebtedness secured by this trust deed is also secured by other real estate.

See Rider of 3 pages for additional terms regarding trust deed.

THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not per mally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vented in it as such Trustee and it is expressly understood and agreed that nothing berein or in said note contained shall be construed as creating any liskility on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any internet that may accrue thereon, or any independences accruing hereunder, or to perform any thereant either express or implied herein contained, all such lishility, if any, being expressly waired by Trustee and by every person now or hereafter cult ing any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally thereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personal the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the previous hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action o enforce the personal liability of the guarantor, if any.

WITNESS WHEREOF, An igned by one of its Vice-P and year first above written American National Bank and Trust Company of Chicago not personally but as Trustee as afreeril, has caused these presents co-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and attract by its Assistant Secretary.

WILLIAM CO. CORPORATE SEAL 100

STATE OF ILLINOIS. COUNTY OF COOK

American Dational Bank & Trus Company of Chicago ~Bv₌ VICE PRESIDENT "CFFEINAL SEAL" Attest ASSISTANT SECRETARY : N. . . . S. 1887 S. 20 C.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Consistion, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered their said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said National Banking Association, caused the corporate seal of said National Banking Association to be affixed to said instrument as asid Assistant Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

A Public

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTI-PIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The	Instalment	Note	mentioned	in	the	within	Trust	Deed	has	been	identified
	wc0015										

with under Identification NZ6084D 

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