

FORM B

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, made January 31 19 89, between

\*\* JOSEPH BYUNG KIM AND MYUNG AE KIM \*\*

herein referred to as "Mortgagors," and ~~JOSEPH BYUNG KIM AND MYUNG AE KIM~~ RICHARD ROSENBERG of ~~3601 W. Devon Ave., Chicago, Illinois~~ Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or 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 SIX THOUSAND ONE HUNDRED TWO AND NO/100 (\$6,102.00) Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to ~~DEBANK~~

J & R INVESTMENT CO. and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest thereon payable ~~on the basis of principal remaining~~ in instalments as follows: Three Hundred Thirty-Nine and no/100 (\$339.00)

Dollars on the 28th day of February 19 89 and Three Hundred Thirty-Nine and no/100 (\$339.00) for sixteen (16) months Dollars on the same day of each month thereafter until said note is fully paid except that the final payment of ~~three hundred thirty-nine and no/100~~ shall be due on the 28th day of July 1990. 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~~ shall bear interest at the rate of ~~eight~~ per cent per ~~month~~ 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 J & R INVESTMENT COMPANY, ~~3601 W. Devon Ave., Chicago, Illinois~~

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 Chicago, COUNTY OF Cook AND STATE OF ILLINOIS.

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, commonly known as 2918 W. 63rd, Chicago, Illinois

Subject to the first mortgage of Marquette National Bank. Tax #19-13-329-030-0000

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which, with the property hereinafter described, is referred to herein as the "premises." 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, in-door 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 and seal of Mortgagors the day and year first above written.

Joseph Byung Kim [SEAL] Myung Ae Kim [SEAL]

STATE OF ILLINOIS, County of [ ] Richard Rosenberg, a Notary Public in Lake County acting in and for Cook County ss. Joseph Byung Kim and Myung Ae Kim

who are personally known to me to be the same person as whose name 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 Notarial Seal this 28th day of January A. D. 19 89 [Signature] Notary Public.

**UNOFFICIAL COPY**

**RECORDED**  
**INDEXED**  
**FILED**  
**CITY**  
**STREET**  
**NAME**

RICHARD ROSENBERG  
 J & R INVESTMENT CO.  
 3601 W. DEVON AVE.  
 CHICAGO, ILL. 60659



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FOR RECORDERS INDEX PURPOSES  
 INSERT THESE ABOVE  
 DESCRIBED PROPERTY HERE

IS FILED FOR RECORD  
 THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED  
**IMPORTANT**  
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER.

The instrument under identification No. 3517 herewith under identification No. 3517 in the Trust Deed has been identified by RICHARD ROSENBERG as Trustee.

DEPT-10 RECORDING \$12.25  
 T42222 TRAN 1122 04/12/98 11:07:00  
 69966-8-2-3237  
 COOK COUNTY RECORDER

**THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):**

1. Mortgages shall promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed by fire, lightning or other cause, and shall, upon written request, furnish to the lender a certificate or other evidence of the completion of such repairs or restoration.

2. Mortgages shall pay before any general taxes, special assessments, water charges, sewer charges and other charges against the premises when due, and shall, upon written request, furnish to the lender a certificate or other evidence of the completion of such payments.

3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or other cause, and shall, upon written request, furnish to the lender a certificate or other evidence of the completion of such insurance.

4. Mortgages shall, in any and all respects, comply with the terms, conditions and provisions of the Trust Deed, and shall, upon written request, furnish to the lender a certificate or other evidence of the completion of such compliance.

5. The Trustee or the holders of the note hereby secured making any payment hereunder shall be deemed to have paid and discharged the debt secured by the note and shall be discharged of all liability thereon, and shall be entitled to a certificate of discharge from the lender.

6. Mortgages shall pay to the Trustee or the holders of the note, when due, the principal and interest, both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgages, all unpaid interest secured by this Trust Deed shall, notwithstanding anything in any bill, statement or estimate provided from the appropriate public utility authority, be deemed to have accrued and added to the principal amount of the note.

7. When the indebtedness hereby secured shall become due and payable, Mortgages shall, in addition to the principal amount of the note, be liable for the cost of all expenses and expenses which may be incurred by the Trustee or the holders of the note for attorneys' fees, Trustee's fees, in connection with the enforcement of the note, and for all other expenses and expenses which may be incurred by the Trustee or the holders of the note in connection with the enforcement of the note, and for all other expenses and expenses which may be incurred by the Trustee or the holders of the note in connection with the enforcement of the note.

8. The Trustee or the holders of the note shall be deemed to have paid and discharged the debt secured by the note and shall be discharged of all liability thereon, and shall be entitled to a certificate of discharge from the lender.

9. Upon the date of any time after the date of the Trust Deed, the court in which such bill is filed may appoint a receiver of said premises, and such receiver shall have the right to sell and convey the premises, and the proceeds of such sale shall be used to pay the debt secured by the note, and the balance, if any, shall be paid to the Trustee or the holders of the note.

10. The action for the enforcement of the lien of any party herein shall be subject to any defense which would not be good and available to the party in whose favor the lien is asserted, and the Trustee or the holders of the note shall be deemed to have paid and discharged the debt secured by the note and shall be discharged of all liability thereon, and shall be entitled to a certificate of discharge from the lender.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereon shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be liable for any acts or omissions hereunder, except in cases where its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before recording any power of sale clause.

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, and Trustee may execute and deliver a release hereunder to any person who shall request a release, and Trustee shall be deemed to have released the premises, and shall be discharged of all liability thereon, and shall be entitled to a certificate of discharge from the lender.

14. Trustee may 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, and Trustee may execute and deliver a release hereunder to any person who shall request a release, and Trustee shall be deemed to have released the premises, and shall be discharged of all liability thereon, and shall be entitled to a certificate of discharge from the lender.

15. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required then the Trustee or the holders of the note in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor, whenever from the County, refusal or other inability of Trustee to act when required then the Trustee or the holders of the note in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor.

16. In case of the death, resignation, absence from the County, refusal or other inability of Trustee to act when required then the Trustee or the holders of the note in which the property subject of this Trust Deed is located, shall be and become, and hereby is appointed and made successor.

17. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, whether or not such persons shall have executed the note of this Trust Deed.

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