



UNOFFICIAL COPY

TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made MAY 8,

19 , between

HERNKYUNG KIM & EUN HEE KIM, HIS 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 TWENTY THOUSAND AND 00/100***** (20,000.00)***** Dollars,

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER FOSTERBANK

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from MAY 8, 1989 on the balance of principal remaining from time to time unpaid at the rate of 13.5 per cent per annum in instalments (including principal and interest) as follows:

SIX HUNDRED SEVENTY EIGHT AND 70/100***** Dollars or more on the 8th day of JUNE 19 89, and SIX HUNDRED SEVENTY EIGHT AND 70/100***** Dollars or more on the 8th day of each MONTH thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 8th day of MAY, 1992 . 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 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 FOSTER BANK in said City, 5235 n. KEDZIE AVE. CHICAGO, IL 60625

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 MT. PROSPECT COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 39 IN BRENTWOOD, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11

PIN: 03-25-310-039-0000

PROPERTY ADDRESS: 1714 FREEDOM COURT, MOUNT PROSPECT, ILLINOIS

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COOK COUNTY RECORDER

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, in fusing (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor 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

HERNKYUNG KIM

[SEAL]

[SEAL]

EUN HEE KIM

[SEAL]

[SEAL]

STATE OF ILLINOIS,

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY
THAT HERNKYUNG KIM & EUN HEE KIM

who are personally known to me to be the same person as whose name is BRIAN S. OH, 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.

OFFICIAL SEAL

BRIAN S. OH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 17, 1991

Notarial Seal

day of MAY 1989
Brian S. Oh Notary Public

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DESCRIBED PROPERTY HERE
INSERT STREET ADDRESS ABOVE
YOUR RECORDERS INDEX PURPOSES

MAIL TO:

<p>IMPORTANT</p> <p>Identification No. _____</p> <p>CHICAGO TITLE AND TRUST COMPANY.</p>	<p>FOR THE PROTECTION OF BOTH THE BORROWER AND LENDEE THE INSTITUTION NOTE SECURED BY THIS TRUST DEED SHOULD BE DENTIFIED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.</p>
<p><i>[Signature]</i></p> <p>By _____</p> <p>Assistant Secretary/Assistant Vice President</p>	

1. Mergers and acquisitions shall be destroyed; (a) promptly; (b) kept until the date of termination of the relevant agreement or arrangement, unless otherwise agreed; (c) paid within a period of six months from the date of termination of the relevant agreement or arrangement, unless otherwise agreed; (d) compensated by the relevant party for all expenses and costs incurred in connection with the relevant agreement or arrangement, unless otherwise agreed.
2. Charges, and other charges, may be levied by the relevant party for all expenses excepted as mentioned above.
3. Mergers and acquisitions shall keep full details of the relevant party's performance in respect of the relevant party's obligations under the relevant agreement or arrangement, and improvements made by the relevant party to the relevant party's performance.
4. In case of default by the relevant party to the relevant party's obligations under the relevant agreement or arrangement, the relevant party may deduct the amount due to the relevant party from the amount due to the relevant party under the relevant agreement or arrangement.
5. The relevant party may deduct the amount due to the relevant party under the relevant agreement or arrangement, if the relevant party has not received payment of the amount due to the relevant party under the relevant agreement or arrangement.
6. The relevant party may deduct the amount due to the relevant party under the relevant agreement or arrangement, if the relevant party has not received payment of the amount due to the relevant party under the relevant agreement or arrangement.
7. When the relevant party receives the relevant party's payment, the relevant party shall pay the relevant party the amount due to the relevant party under the relevant agreement or arrangement.