



TRUST DEED **UNOFFICIAL COPY**

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CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made December 19 19 90 between
KISUH C. KWON and DEBORAH D. KWON

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 holder or holders of the principal Promissory Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the Principal Sum of:
SEVENTY THOUSAND AND NO/100 (\$70,000.00) ---

DOLLARS.

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF KOREA FIRST BANK

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on DEMAND with interest on the principal balance until maturity at the rate of prime plus 1/2% per annum, payable monthly on the last day of each month each year, all of said principal and interest bearing interest after maturity at the rate of prime plus 3/4 per cent 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 KOREA FIRST BANK, Boulevard Towers South #915, 205 N. Michigan, Chicago, IL 60601.

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, being and being in the Village of Glenview COUNTY OF COOK AND STATE OF ILLINOIS.

LOT 30 IN WESTWOOD II, BEING A SUBDIVISION OF PART OF LOT 2 IN THE SUPERIOR COURT PARTITION OF THE SOUTH 3/4 OF THE SOUTH EAST 1/4 AND OF THE EAST 10 ACRES OF THE SOUTH 76 RODS OF THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-20-401-029-0000

Commonly known as 3809 Harvest Lane, Glenview, IL 60025

90620218 DEPT-01 RECORDING \$14.25
#2222 TRAN 1567 12/21/90 13:27:00
#4449 # * -90-620218
COOK COUNTY RECORDER

It is hereby agreed that should the Mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the Mortgagee shall have the right, at his option, to declare all sums secured hereby forthwith due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transaction.

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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 (so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a first with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, or conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) awnings, window shades, storm doors and windows, floor coverings, inador 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.

Kisuh C. Kwon (SEAL)
KISUH C. KWON (SEAL)

Deborah D. Kwon (SEAL)
DEBORAH D. KWON (SEAL)

STATE OF ILLINOIS, }
County of Cook } SS

I, _____ the undersigned
a Notary Public in and for the residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Kisuh C. Kwon and Deborah D. Kwon

who _____ personally known to me to be the same person(s) whose name(s) _____ 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

OFFICIAL SEAL
PETER K. LEE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 29, 1999

under my hand and Notarial Seal this 19th day of December, 1990.
Peter K. Lee Notary Public

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
3809 Harvest Lane
Glenview, IL 60025

Peter K. Lee, Esq.
208 S. LaSalle, Suite 1400
Chicago, IL 60604

MAIL TO: X

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHAYAD TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD

Assistant Secretary
Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY, Trustee

Identification No.

2657140

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule 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.

17. Trustee has no duty to examine the title location, existence or condition of the premises, or to inquire into the validity of the signatures of the lender, its agent or authority, or of any other person, or to verify the accuracy of any information furnished to it by the lender or its agent or authority.

18. Trustee shall release this trust deed and the lien thereof by recording a satisfaction upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been paid and that the principal note and all interest thereon have been paid in full.

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RIDER ATTACHED TO THE MORTGAGE TRUST DEED DATED December 19, 1990
WHICH WAS EXECUTED BY KISUH C. KWON and DEBORAH D. KWON
IS HEREBY EXPRESSLY MADE IN INTEGRAL PART OF THE SAID MORTGAGE TRUST DEED

The undersigned hereby acknowledge that they are justly indebted upon the principal amount from time to time remaining with interest as provided. The undersigned covenant and agree to pay said indebtedness and the interest thereon as herein provided, and to pay any and all indebtedness of any and every kind now or hereafter owing and to become due from the undersigned to the afore-named bank in the said Principal Note 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 undersigned and the bank or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges, provided, and any and all renewals or extensions of any of the foregoing.

The undersigned herein represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 1985 ILL. REV. STAT., Ch.17, Sec. 6404(c).

The undersigned hereby agree that should the undersigned sell, convey, transfer, dispose of or further encumber said property or any part hereof, or should the undersigned transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their rights, titles or interest in the property securing this Principal Note without first obtaining the written consent of the bank, the entire unpaid principal balance remaining at the time of such transfer, assignment or hypothecation shall immediately become due and payable. The acceptance of any payment after such transfer, assignment or hypothecation shall not be construed as a consent of the bank or the noteholder to such assignment, transfer or hypothecation nor shall it affect the noteholder's right to proceed with such action as the noteholder shall deem necessary.

The undersigned do hereby authorize irrevocably any attorney or any Court of Record to appear for the undersigned debtors in such court, during term time or vacation, at any time after maturity and to confess judgment without process against the undersigned debtors in favor of the holder of this Principal Note, for such amount as may appear to be unpaid thereon, together with interest, costs of collection and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

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IN WITNESS WHEREOF, the parties herein affixed their signatures on the day first above written.

Kisuh C. Kwon
KISUH C. KWON
Deborah D. Kwon
DEBORAH D. KWON

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Property of Cook County Clerk's Office