

# UNOFFICIAL COPY

## TRUST DEED

90017697

THIS INDENTURE, made January 10, 19 90 between

YOUNG RAI CHO and HWA JA CHO, his wife,

herein referred to as "Mortgagors", and KOREA FIRST BANK, a 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

FOUR HUNDRED THOUSAND and No/100ths (\$400,000.00) ----- 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 from time to time unpaid until maturity at the rate of prime rate plus two per centum per annum, payable each month: all of said principal and interest bearing interest after maturity at the rate of prime rate plus three 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, 205 North Michigan Avenue, Chicago, Illinois 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 lying and being in the City of Chicago, COUNTY OF COOK, AND STATE OF ILLINOIS.

to wit:

Lots 20 to 25, both inclusive, in Block 60 in Ravenswood Manor, being a subdivision of part of the North half of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 2910 West Montross Avenue, Chicago, Illinois 60618

Permanent Real Estate Index Numbers 13-13-130-028  
13-13-130-029  
13-13-130-030

DEPT-01 RECORDING #13-25  
T42222 IRAN 1504 01/11/90 07:16:00  
#1377 \*E \*90-017697  
COOK COUNTY RECORDER

90017697

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 unit or centrally controlled), and ventilation, including (without restricting the foregoing) screens, 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 seals            of Mortgagors the day and year first above written.

Young R Cho [SEAL]  
Young Rai Cho  
Hwa Ja Cho [SEAL]  
Hwa Ja Cho

STATE OF ILLINOIS,  
COUNTY OF COOK

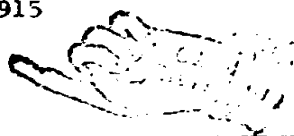
I,            the undersigned,  
a Notary Public in and for the recording in said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
YOUNG RAI CHO and HWA JA CHO, his wife,

who are personally known to me to be the same persons            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.

OFFICIAL SEAL  
Korea First Bank and Notary Seal this 10<sup>th</sup> day of January, 19 90.  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES           

           Notary Public

MAIL TO: KOREA FIRST BANK  
205 N. Michigan Avenue Suite 915  
Chicago, Illinois 60601



18. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

17. The undersigned justly indebted upon a promissory note bearing even date herewith, payable in the principal amount hereabove stated, payable on demand, with interest as provided thereon as herein or in said note 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 Trustee herein or its successors in trust, howsoever created or arising, whether under any instrument, agreement, guarantee or dealings of any and every kind now existing or hereafter entered into between the undersigned and the Trustee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges, provided, and any all renewals or extensions of any of the foregoing.

16. 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 its 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 transactions.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagee and its successors in trust, howsoever created or arising, whether under any instrument, agreement, guarantee or dealings of any and every kind now existing or hereafter entered into between the undersigned and the Trustee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges, provided, and any all renewals or extensions of any of the foregoing.

14. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

13. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

12. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

11. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

10. The undersigned hereby represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of Subparagraph (c) of Section 4 of the Act in relation to the rate of interest and other charges in connection with such credit and lending of money, " approved May 24, 1979, as amended, 1985 ILL. REV. STA., Ch. 17, Sec. 6464(c).

90017697