

UNOFFICIAL COPY

TRUST DEED

90168921

THIS INDENTURE, made April 4, 1990 between

HEUNG SOO KIM and BOK MI KIM, his wife,
herein referred to as "Mortgagors", and KOREA EXCHANGE 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

NINE HUNDRED THOUSAND and No/100ths (\$900,000.00) ----- DOLLARS,
evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF KOREA EXCHANGE 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 four 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 EXCHANGE BANK, 33 North Dearborn Street Suite 400, Chicago, Illinois 60602.

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 Village of Skokie, COUNTY OF COOK, AND STATE OF ILLINOIS.

Lot 12 in Elm Terrace Homes, a subdivision of the South 325.0 feet as measured on the East and West lines thereof of the East half of Lots 3 and 4 taken as a tract in the subdivision of the West half of the North West quarter of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 4657 Elm Terrace, Skokie, Illinois

Permanent Real Estate Index Number 10-22-107-001

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DEPT-01 RECORDING \$13.25
T#3333 TRAN #305 04/16/90 09:31:00
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COOK COUNTY RECORDER

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances hereto 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, 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.

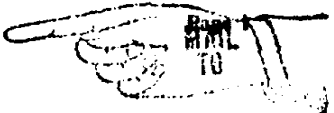
Heung Soo Kim (SEAL)
Heung Soo Kim
Bok Mi Kim (SEAL)
Bok Mi Kim

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 HEUNG SOO KIM and BOK MI KIM, his wife,

who ARE personally known to me to be the same persons, whose name S 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.

" Given under my hand and Notarial Seal this 4th day of April, 1990.
KIE-YOUNG SHIM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/31/92
Kie-Young Shim Notary Public

MAIL TO: KOREA EXCHANGE BANK
33 N. Dearborn Street
Chicago, Illinois 60602



THIS INSTRUMENT WAS PREPARED BY:
KIE-YOUNG SHIM
ATTORNEY AT LAW
77 W. WASHINGTON ST.
CHICAGO, ILL 60602

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18. The undersigned herewith 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 lending of money," approved by the Legislature of the State of California, Chapter 17, Section 6404 (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 therein. The undersigned covenants and agrees to pay said indebtedness and the interest 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 Trustee herein or its successors in trust, howsoever created or arising, whether under any instrument, agreement, guarantee or dealing of any 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 and 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 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 transactions.

15. The undersigned hereby agrees 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 transactions.

14. The undersigned hereby agrees 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 transactions.

13. The undersigned hereby agrees 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 transactions.

12. The undersigned hereby agrees 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 transactions.

11. The undersigned hereby agrees 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 transactions.

10. The undersigned hereby agrees 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 transactions.

9. The undersigned hereby agrees 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 transactions.

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