

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, That BYUNG KWAN MIN and
HYO YOUN MIN, his wife

(hereinafter called the Grantor), of

35 Wilmette Avenue, Glenview, Illinois 60025

for and in consideration of the sum of TEN AND NO/100 (\$10.00)

in hand paid, CONVEY AND WARRANT to
The Commercial Bank of Korea, LTD, Chicago Branch,
of 230 W. Monroe St., Suite 1400 Chicago, Illinois

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises situated in the County of Cook and State of Illinois, to-wit:

LOT 6 IN BLOCK 3 IN WEISTER-NEIBERG RESUBDIVISION OF PART OF UNITED REALTY COMPANY'S 'GLENAYRE GARDEN' IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-31-401-019

Property address: 35 Wilmette Avenue, Glenview, Illinois

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WHEREAS, The Grantor is justly indebted to one

principal promissory note bearing even date herewith, payable upon demand in the principal amount of US\$100,000.00 with interest as provided therein. The Grantor covenants and agrees as follows: (1) to pay said indebtedness and the interest thereon, as herein provided, and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to, or removal of, or all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, and to hereafter authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second to the Trustee herein as their interests may appear, which policies shall be left and remain with the Trustee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the principal or interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid by the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment, at a rate of 10.5 per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including the principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at prime + 1.5 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring a copy of an abstract showing the whole title of said premises embracing foreclosure decrees, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor shall the same be rendered until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor, for the Grantor, and for the heirs, executors, administrators and assigns of the Grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: Byung Kwan Min & Hyo Youn Min, his wife

IN THE EVENT of the death, removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to a Trust Deed held by Chicago Title and Trust Company as Trustee
behalf of The Commercial Bank of Korea, LTD.

Witness the hand and seals of the Grantor this 9th day of September, 1991

Please print (or type) name(s)
below signature(s)

Byung Kwan Min (SEAL)
Hyo Youn Min (SEAL)

This instrument was prepared by Jay H. Kim, 5715 N. Lincoln, S200, Chicago, IL 60659
(NAME AND ADDRESS)

DEPT-01 RECORDINGS \$14.29
151111 TRAN 3831 09/12/91 16:00:00
4815 + A *-91-474826
COOK COUNTY RECORDER

91171826

Blank Space for Recorder's Use Only

91171826

1429

UNOFFICIAL COPY

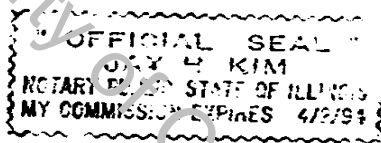
STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, the undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BYUNG KWAN MIN & HYO YOUN MIN, his wife

personally known to me to be the same person^s 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 9th day of September, 1991.

(Impress Seal Here)



[Handwritten Signature]
Notary Public

Commission Expires _____

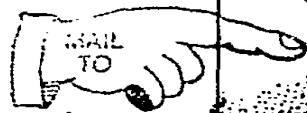
Property of Cook County Clerk's Office

91A71826

BOX No. _____

SECOND MORTGAGE
Trust Deed

TO _____



MAIL TO: _____

THE COMMERCIAL BANK OF KOREA, LTD.
230 W. Monroe St., Suite 1400
Chicago, IL 60606

GEORGE E. COLE®
LEGAL FORMS

UNOFFICIAL COPY

RIDER ATTACHED TO THE TRUST DEED/SECOND MORTGAGE DATED SEPTEMBER 9, 1991 WHICH WAS EXECUTED BY BYUNG KWAN MIN AND HYO YOUN MIN, HIS WIFE IS HEREBY EXPRESSLY MADE AN INTEGRAL PART OF THE TRUST DEED/SECOND MORTGAGE.

1. 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.

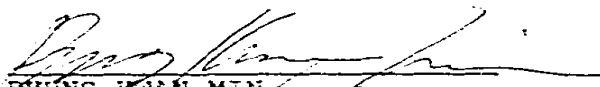
2. The undersigned herein represent and agree that the obligation secured hereby constitutes a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1979, as amended, 1985 ILL. REV. STAT., Ch. 17, Sec. 640(c).

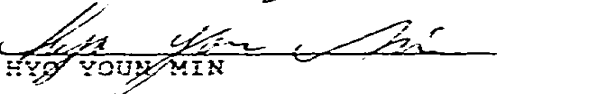
3. The undersigned hereby agree that should the undersigned sell, convey, transfer, dispose of or further encumber said property or any part hereof, or should the undersigned transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their rights, titles or interest in the 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.

4. 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 the said 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.

5. The undersigned, as co-makers of the said Principal Note, shall be personally responsible for the full payment of the entire unpaid principal balance and any and all interest accrued thereon from time to time, and further agree to be responsible for the costs of collection, court costs and reasonable attorneys' fees in the event of default thereof.

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


BYUNG KWAN MIN


HYO YOUN MIN

474826

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Property of Cook County Clerk's Office

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