

UNOFFICIAL COPY

TRUST DEED

91583084

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A.T.G.F. BOX 370



CTTC 1

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 31, 1991 between JAE KYU HA and GRACE E. HA, 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 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 EIGHTY THOUSAND AND NO/100 (\$480,000.00) ---

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 + 1 per cent 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 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 successor 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 Glenview, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT 3 IN SEMAR SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2755 Charlie Ct., Glenview, IL 60025.

DEPT-01 RECORDINGS \$14.00
T31111 TRAN 8238 11/06/91 12:43:00
45240 + A * -91-583084
COOK COUNTY RECORDER

PIN: 04-20-201=039 Vol. 132

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 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) awnings, window shades, storm doors and windows, floor coverings, inlaid 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.

Jae Kyu Ha [SEAL]

Grace E. Ha [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 Jae-Kyu-Ha and Grace Ha, his wife

who personally known to me to be the same persons whose names subscribed to the instrument, appeared before me this day in person and acknowledged that they signed, delivered the said instrument as their free and voluntary act, for the uses and purposes therein

OFFICIAL SEAL OF PETER K. LEE, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 6/15/95

Given under my hand and Notarial Seal this 31st day of October, 1991.

Notarial Seal

14/00 m

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PLACE IN RECORDER'S OFFICE BOX NUMBER 1

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

2755 Charitie Ct.
Chicago, IL 60025
FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS ABOVE
DESCRIBED PROPERTY HERE

MAIL TO: [X]

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE PRINCIPAL NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY. TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD. Prepared by [Signature]

CHICAGO TITLE AND TRUST COMPANY,

Assistant Secretary
Assistant Vice President

Trustee

Identification No.

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed. (b) keep and premises in good condition and repair, without water, gas, steam, electric, or other utility lines for the premises, and shall pay for the same. (c) pay when due any indebtedness which may be incurred by the premises with respect to the premises and shall pay for the same. (d) make no material alterations in and premises except as required by law or municipal ordinances with respect to the premises and the use thereof. (f) make no material alterations in and premises which require the use of a reasonable time any building or improvements now or at any time in process of erection upon and premises, (g) comply with all requirements of law or ordinance in respect to the premises and shall pay for the same. (h) pay when due any indebtedness which may be incurred by the premises with respect to the premises and shall pay for the same. (i) make no material alterations in and premises which require the use of a reasonable time any building or improvements now or at any time in process of erection upon and premises, (g) comply with all requirements of law or ordinance in respect to the premises and shall pay for the same. (h) pay when due any indebtedness which may be incurred by the premises with respect to the premises and shall pay for the same.

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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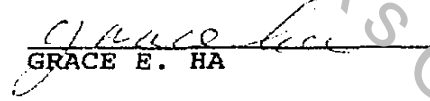
RIDER ATTACHED TO THE MORTGAGE TRUST DEED DATED October 31, 1991
WHICH WAS EXECUTED BY Jae Kyu Ha and Grace E. Ha
IS HEREBY EXPRESSLY MADE AN INTEGRAL PART OF THE SAID MORTGAGE TRUST DEED

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 dealing 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 changes, provided, and any and all renewals or extensions of any of the foregoing.

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.

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


JAE KYU HA


GRACE E. HA

Deputy County Clerk's Office
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