

UNOFFICIAL COPY



TRUST DEED

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91147122

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS DOCUMENT WAS PREPARED BY: ROBERT L. CANEL, 135 S. LASALLE STREET, SUITE 1760, CHICAGO, IL 60603

IF YOUR PAYMENT IS 15 DAYS LATE, YOU WILL BE CHARGED 5% OF YOUR MONTHLY PAYMENT AS AN ADDITIONAL LATE CHARGE: (\$ 41.65)

THIS INDENTURE, made March 29 1991, between

CHONG SUL KIM and OAK KYUNG KIM, 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 holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of (\$99,000.00)

NINETY NINE THOUSAND and No/100----- Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from March 29, 1991 on the balance of principal remaining from time to time unpaid at the rate of 9.50 % per cent per annum in instalments (including principal and interest) as follows: (\$ 833.00)

EIGHT HUNDRED THIRTY THREE and NO/100----- Dollars or more on the 1st day of April 19 91 and EIGHT HUNDRED THIRTY THREE & NO/100--- Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid shall be due on the 1st day of March, 2021. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of -17.00 % per annum, and all of said principal and interest being made payable at such banking house or trust company in Melrose Park, 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 RAND INVESTMENT COMPANY in said City, 8315 W. North Avenue, Melrose Park, IL 60160

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 Lincolnwood COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 34 and the South 15 feet of Lot 35 in Block 2 in Lincoln Avenue Gardens, a Subdivision of part of the North 1/2 of the Southwest 1/4 of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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PERMANENT REAL ESTATE INDEX NUMBER: 10-35-301-049-0000

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), 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 s and seal s of Mortgagors the day and year first above written.

Chong Sul Kim (SEAL) Oak Kyung Kim (SEAL) Oak Kyung Kim (SEAL)

STATE OF ILLINOIS, I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY County of Cook THAT CHONG SUL KIM and OAK KYUNG KIM, his wife,

who are 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 JAY H. KIM signed, sealed and delivered the said Instrument as their free and NOTARY PUBLIC, STATE OF ILLINOIS, for the uses and purposes therein set forth.

MY COMMISSION EXPIRES 4/2/94 Given under my hand and Notarial Seal this 29th day of March 19 91

Notarial Seal

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PLACE IN RECORDERS OFFICE BOX NUMBER CHICAGO, ILL. 60603 135 SOUTH LABALLE STREET c/o CANELL AND CANELL RAND INVESTMENT COMPANY

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 6724 East Prairie Road Woodstock, IL 60646

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

1. Mortgages shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire or other means... 2. Mortgages shall pay before any, jointly or severally, the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire... 4. In case of default hereunder, Trustee or the holder of the note may, but need not, make any payment or perform any act hereunder...

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

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party litigating same in an action at law upon the note hereby secured... 11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose... 12. Trustee has no duty to examine the title, location, existence or condition of the premises or to inquire into the validity of the deed or to exercise any power hereunder unless expressly obligated by the terms hereof, not to be liable for any acts or omissions hereunder...

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CHICAGO TITLE AND TRUST COMPANY, TRUSTEE