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TRUST DEED

1991 JUN 14 PM 2:56

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE made June 13
IN SOO LEE

1991 between KWANG SOO LEE and

\$ 16.00.

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 THREE HUNDRED THIRTY THOUSAND AND NO/100 (\$330,000.00) -----

----- DOLLARS.

evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ The Commercial Bank of Korea, Ltd., Chicago Branch

and delivered, in and by which said Principal Note the Mortgagors promise to pay the said principal sum on demand at any time with interest ~~thereon from June 13, 1991~~ ^{upon demand at any time} until maturity at the rate of prime + one per cent per annum, payable ~~each year~~ ^{and of}

all of said principal and interest bearing interest after maturity at the rate of prime + 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 The Commercial Bank of Korea, Ltd. in said City.

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 1 TO 10 IN BLOCK 1 IN EDGAR M. SNOW AND COMPANY'S SUBDIVISION, BEING CHARLES MORRIS' SUBDIVISION, A RESUBDIVISION OF BLOCK 2 OF BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13 56 401 001

Common Address: 2701 W. Armitage, Chicago, Illinois 60647

This instrument was prepared by Jay H. Kim, 5715 N. Lincoln Avenue, Suite 200, Chicago, Illinois 60659.

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 par 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, curtain 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.

Kwang Soo Lee (SEAL)
Kwang Soo Lee (SEAL)

In Soo Lee (SEAL)
In Soo Lee (SEAL)

STATE OF ILLINOIS,

the undersigned

County of Cook

SS.

a Notary Public in and for the reading in said County, in the State aforesaid. DO HEREBY CERTIFY THAT Kwang Soo Lee and In Soo Lee

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 they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein

OFFICIAL SEAL
JAY H. KIM

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/2/94

Given under my hand and Notarial Seal this 13th day of June, 1991.

Notarial Seal

Notary Public

7304 981 / 1209695 Gammman PLU 0307

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PLACE IN RECORDERS OFFICE BOOK NUMBER Chicago, Illinois 60605

Chicago Branch The Commercial Bank of Korea, Ltd. 230 W. Monroe Street, Suite 1400 Chicago, Illinois 60605

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

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 2701 W. Armitage

17. A Rider is attached hereto and made a part hereof.

1. Mortgages shall promptly repair, restore or rebuild any buildings or improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms... 2. Mortgages shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts... 3. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorms... 4. In case of default hereon, Trustee or the holder of the note may, but need not, make full or partial payments of principal or interest on prior encumbrances... 5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate... 6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof... 7. When the maturity date hereof is reached, all monies due hereunder shall be paid to the holder of the note or Trustee... 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority... 9. Upon or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises... 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 intervening same in an action at law upon the note hereby secured... 11. Trustee or the holder 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 signatures of the mortgagor, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to execute any power hereunder... 13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid... 14. Trustee may assign by instrument in writing filed in the office of the Recorder or Registrar of Deeds any part of the principal note and which portions to be executed by the persons herein designated as assignees... 15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgages, their heirs, assigns and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof... 16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its schedule in effect when the trust deed is issued... 17. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

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RIDER ATTACHED TO THE TRUST DEED DATED JUNE 13, 1991 WHICH WAS EXECUTED BY KWANG SOO LEE AND IN SOO LEE IS HEREBY EXPRESSLY MADE AN INTEGRAL PART OF THE TRUST DEED.

18. 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.

19. 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, 1879, as amended, 1985 ILL. REV. STAT., Ch. 17, Sec. 6404(c).

20. 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.

21. 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.

22. 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.

23. (a) Mortgagor hereby represents to the Trustee or the Mortgagee that no hazardous substances, hazardous waste, industrial waste, pollution control waste, or toxic substances within the meaning of any applicable statute or regulation, (collectively "Hazardous Substances") are presently stored or otherwise located on the mortgaged premises (unless used or stored as permitted by the

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IN SENATE, January 11, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1899.

ALBANY: J. B. LIPPINCOTT COMPANY, PRINTERS, 1901.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1899.

THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1899, IS HEREBY REPRODUCED IN FULL.

THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1899, IS HEREBY REPRODUCED IN FULL.

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provisions of subparagraph 23(b) immediately following), and further within the definition of such statutes, no part of the mortgaged premises, including the groundwater located thereon, is presently contaminated by any Hazardous Substances. (b) Until the Indebtedness is paid in full, all Hazardous Substances which may be used by any person for any purpose upon the mortgaged premises shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, and the mortgaged premises will not be used for the principal purpose of storing Hazardous Substances and no such storage or use will otherwise be allowed on the mortgaged premises which will cause, or which will increase the likelihood of causing, the release of such Hazardous Substances onto the mortgaged premises. (c) Mortgagor hereby represents to Trustee or Mortgagee that no Asbestos ("Asbestos") is presently stored or otherwise located on the mortgaged premises. (d) Mortgagor shall promptly notify Trustee or Mortgagee as soon as Mortgagor knows or suspects that any Hazardous Substances have been released on the mortgaged premises or knows or suspects that any Asbestos is located on the mortgaged premises. (e) Mortgagor shall indemnify and hold Trustee or Mortgagee harmless of and from all loss, cost (including reasonable attorney fees), liability and damage whatsoever incurred by Mortgagee by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the mortgaged premises, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Mortgagee is strictly liable under any such statute, Mortgagor's obligations to Trustee or Mortgagee under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Trustee or Mortgagee. (f) (i) Mortgagor hereby agrees that it will furnish Trustee or Mortgagee with copies of Hazardous Substances manifests, documents or any other records in any way dealing with the generation, manufacture, refinement, transportation, treatment, storage, handling or disposition of, transference, production or processing on, under or in the mortgaged premises of any Hazardous Substances, issued at the instance of Mortgagor, its tenants or any other person or entity that in any way deals with Hazardous Substances on, under or in the mortgaged premises. Such manifests, documents or other records must indicate an accounting or description of the purchase, use, manufacture and/or disposition of the Hazardous Substances used at, on or under the mortgaged premises. (ii) Mortgagor further agrees to furnish Trustee or Mortgagee with certifications from any transporter and/or disposer of Hazardous Substances from the mortgaged premises that such transportation and/or disposal is executed in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws. Trustee or Mortgagee shall have the right to require the use of as well as the right of approval of any such transportation and/or disposal service whether now being used or hereinafter employed by Mortgagor, its tenants, or any other person or entity with respect to the mortgaged premises and shall be authorized to require any such entity to use the transportation and/or disposal service so approved whether or not such entity has employed such a service. (iii) Mortgagor further agrees to furnish Trustee or Mortgagee with certifications from Mortgagor, its tenants, or any other person or entity in any way dealing with Hazardous Substances with respect to the mortgaged premises that such Mortgagor, tenant, person or entity is complying and will continue to comply with all applicable, federal, state and local statutes, ordinances, rules, regulations and other laws concerning such Hazardous

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Substances. (iv) In the event that Mortgagor, its tenants or any other person or entity commences to generate, manufacture, refine, transport, treat, store, handle or dispose of, transfer, produce or process any Hazardous Substances as defined herein on, under or in the mortgaged premises, at any time during the term of the Note secured by this Mortgage, Trustee or Mortgagee shall, at its option, be authorized to require soil testing of the mortgaged premises for the purpose of determining the existence of any Hazardous Substances in, on or under the mortgaged premises including, but not limited to, any such Hazardous Substances currently being generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under or in the mortgaged premises. Any such soil testing will not be required more than once annually by Trustee or Mortgagee unless the manifests, documents, records, certifications or other instruments required by this paragraph 23(f) shall indicate to Trustee or Mortgagee the necessity of soil testing in order to discover any potential for contamination of the mortgaged premises. (v) All costs for obtaining the information required in this paragraph 23(f) including, but not limited to any soil testing required by Trustee or Mortgagee shall be borne by Mortgagor. Failure of Mortgagor to comply with any of the requirements of this paragraph 23(f) shall be deemed a default under this Mortgage and Trustee or Mortgagee shall have all rights accruing to it thereby as defined herein. All such information, unless otherwise required by Trustee or Mortgagee shall be supplied to Trustee or Mortgagee by Mortgagor at the time of Trustee's or Mortgagee's annual inspection of the mortgaged premises.

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



KWANG SOO LEE



IN SOO LEE

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