

UNOFFICIAL COPY

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TRUST DEED

92046546

92046546

THIS INDENTURE, made December 27, 19 91 between : DEPT-01 RECORDING #23.1
T#4444 TRAM 1241 01/24/92 10:48:00

UL YE CHO, a widow, here referred to as "Mortgagors", and THE COMMERCIAL BANK OF KOREA, LTD.,
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

FIFTY THOUSAND and No/100ths (\$50,000.00) ----- DOLLARS,
evidenced by one certain Principal Promissory Note of the Mortgagors of even date herewith, made payable to THE ORDER OF THE COMMERCIAL BANK OF KOREA, LTD.,

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 one per centum per annum, payable each month; all of said principal and interest bearing interest after maturity at the rate of prime rate plus three 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., 230 West Monroe Street Suite 1400, Chicago, Illinois 60606

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:

Unit 1B in 5445-55 North California Condominium as delineated on a survey of the following described real estate: Lots 844 to 849, both inclusive, in William H. Britigan's Budding Wood Golf Club Addition No. 3, being a subdivision of the North West quarter of the North East quarter (except that part lying Northeasterly of Lincoln Avenue except that part taken for streets) in Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 26608850, together with its undivided percentage interest in the common elements.

Commonly known as 5445 N. California Avenue Condo #1-B, Chicago, Illinois 60625

Permanent Real Estate Index Number 13-12-210-059-1003

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 therein (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.

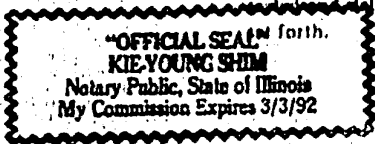
This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand _____ and seal _____ of Mortgagors the day and year first above written.

UL YE CHO (SEAL)
UL YE CHO (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
UL YE CHO, a widow,

who ARE personally known to me to be the same person _____ whose name _____ is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ she _____ signed, delivered the said instrument as _____ her _____ free and voluntary act, for the uses and purposes therein



Given under my hand and Notarial Seal this 27th day of December, 19 91.

Notary Public.

MAIL THE COMMERCIAL BANK OF KOREA, LTD.
230 W. Monroe Btreet Suite 1400
Chicago, Illinois 60606

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

(Att:JK)

2350

17. The undersigned justly indebted upon a principal note bearing even here- with, payable in the principal amount hereabove stated, payable on demand, with interest as provided therein. The undersigned hereon and agree to pay said in- deb- and every kind now or hereafter owing and to become due from the undersigned to the Trustee herein or its successors in true, howsoever created or arising, whether under any instrument, agreements, guaranties or dealings of any and every kind now existing or hereafter entered 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. Should the Mortgages sell, convey, transfer, dispose of or otherwise further incur property or any part thereof, the Mortgagee shall have the right, at its 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 certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

14. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

13. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

12. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

11. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

10. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

9. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

8. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

7. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

6. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

5. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

4. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

3. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

2. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

1. The undersigned hereby certifies that the principal note and all interest thereon have been recorded in the public office of the County of [] State of [] and that the same are in full force and effect and that the undersigned is the owner and holder of the same and that the same are not subject to any lien or claim of any person other than the undersigned and that the undersigned is not a party to any other instrument which may affect the principal note or the interest thereon.

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