

# UNOFFICIAL COPY

95759706

## TRUST DEED

CTTC Trust Deed 7  
 Individual Mortgagor  
 One Instalment Note Interest Included in Payment  
 USE WITH CTTC NOTE 7  
 Form 807 R.1/95

6 788:389

<i>2750</i>	<i>P</i>	<i>A</i>
<i>P</i>		
<i>T</i>	<i>5050</i>	<i>V</i>
<i>1926</i>	<i>2026</i>	

DEBT-OI RECORDING	\$27,50
1995-04-21 2001 11/06/95 1031 1000	
JUN HEE PARK - 788:389	
000000	

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made October 1, 1995, between JUNG HEE PARK

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 Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of

\*\*\* EIGHTY-FIVE THOUSAND \*\*\* DOLLARS, evidence by one certain  
Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BEARER~~ ANGELA M. CHANG  
and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum ~~at maturity from XXXXX~~  
XXXXXX XXXXXXXX ~~at maturity from XXXXX~~ anum in installments (including principal and interest) as follows:

\$ 85,000.00 Dollars or more on the 10 day of  
September 19 ~~and XXXXXXXXXXXXXXXXX~~ ~~at maturity from XXXXX~~ ~~at maturity from XXXXX~~  
~~at maturity from XXXXX~~ ~~at maturity from XXXXX~~ ~~at maturity from XXXXX~~ ~~at maturity from XXXXX~~ ~~at maturity from XXXXX~~  
by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment  
unless paid when due shall result in liquidated damages of:

1. ~~XXXXX PER MONTH PAYMENT OR XXXX~~
2. ~~XXXXX PER MONTH OR THE X XXXX MONTHLY PAYMENT OR~~
3. ~~XXX LIQUIDATED DAMAGES FOR EACH PAYMENT OR~~

and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Angela M. Chang at 2824 Merrimont Dr., Troy, OH 45373, ~~XXXXX XXXXXXXX~~  
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 the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF  
AND STATE OF ILLINOIS, to wit:

Lot 54 in the Willows Unit No. 1, being a subdivision of  
part of the South West 1/4 of Section 21, Township 42 North,  
Range 12 East of the Third Principal Meridian, in Cook County,  
Illinois.

P.I.N. 04-21-308-002

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payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax or other  
any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make any payment  
4. In case of default herein, trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform  
trustee about to expire, shall deliver renewal policies prior to the respective dates of expiration.  
all risk of damage, to trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be  
lost or deducted as occurred hereby, all in proportionality to the holders of the notes, under insurance policies payable, in case of  
the deductible amount by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full  
for replacement or vindictive damage (and flood damage), where the lender is required by law to have its loan so insured) under policies providing  
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by  
by statute, any tax or assessment which Mortgagors desire to contest  
of the notes duplicate receipts hereinafter. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided  
sewer service charges, and other charges against the premises when due, and shall pay special taxes, special assessments, water charges,  
2. Mortgagors shall pay before any penalties attached all penalties except as required by law or municipal ordinance.  
use thereof; (c) make no material alterations in said premises except as required by law or  
of erection upon said premises; (d) comply with all requirements of law or municipal ordinances with respect to the premises and the  
lien to trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process  
a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior  
other liens or claims for whom no expressly subordinated to the lien hereof; (c) pay when due any taxes, interests which may be secured by  
may become damaged or be destroyed; (b) keep said premises in good condition and repair; (a) provide and free from mechanic's or  
1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which  
Notary Public Seal  
NOTARY PUBLIC, STATE OF ILLINOIS  
NOTARIAL SEAL  
UNJOO YOO  
OFFICIAL SEAL  
NY COMMISSION EXPRES: 06/23/98  
NOTARIAL SEAL  
Notary Public Seal  
Given under my hand and Notarial Seal this 30 day of October 1998  
Voluntarily ac'd. for the uses and purposes herein set forth.  
this day in person and acknowledged that she signed, sealed, and delivered the said instrument as above  
who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me  
arousad, DO HEREBY CERTIFY THAT June Hee Park  
I, Notary Public in and for the residing in said County, in the state  
County of Cook Un Joo Yoo  
SS  
STATE OF ILLINOIS  
[SEAL]  
[SEAL]

WITNESS the hand and seal of Mortgagors the day and year first above written.  
Witness the hand and seal of Mortgagors the day and year first above written.  
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 the Mortgagors do hereby expressly release and waive.  
similar stipulations, acquisition of articles herein placed in the premises by the mortgagors or their successors or assigns shall be  
All of the foregoing are declared to be a part of said real estate whether physically annexed thereto or not, and it is agreed that all  
similar stipulations, acquisition of articles herein placed in the premises by the mortgagors or their successors or assigns shall be  
and water heating.  
(without disturbing the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, gloves,  
heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including  
which said real estate and not separately), and all apparatus, equipment or articles now or hereafter located or hereon used to supply  
provisions hereof for so long and during all such times as Mortgagors may be entitled hereunder (which are pledged primarily and on a party  
TODGETHER with all improvements, encumbrances, fixtures, easements, etc., heretofore belonging, and all rents, issues and  
which with the property hereinabove described is referred to herein as the "premises".

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prior lien or title or claim thereof, or release from any tax sale or officer affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes 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 injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the notes, or any of them, or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses, which may be paid or incurred by or on behalf of Trustee or holders of the notes, or any of them, for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the notes, or any of them, may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein, when paid or incurred by Trustee or holders of the notes in connection with (a) any proceeding including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of sale and deficiency.

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 interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, 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 or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of

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FOR RECORDERS INDEX  
PURPOSES INSERT STREET  
ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

Glenview, IL 60025  
2214 Greenwood  
Jung Hee Park

(Y) MAIL TO:

[ ] RECORDERS BOX 333

CTC Trust Deed 7. Individual Mortgagee One Installment Note Interest included in CTC Note 7.  
Form 807 R.1/95

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

**CHICAGO TITLE AND TRUST COMPANY, TRUSTEE**

BY John J. McCallister  
Assistant Vice President, Assistant Secretary.

Identified under No. 788389

The provisions of the "Law and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes of this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release of this trust deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed before the release of this trust deed.

17. This instrument contains a provision for recording principal notes and which purport to be executed by the persons designated as makers thereof, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance to the description of the principal notes contained in this instrument.

18. The description of the principal notes herein described by a prior trustee hereunder or which conform in substance to the principal notes contained in this instrument shall be placed in the office of the Recorder of Titles in which the principal notes are recorded, or the principal notes and which purport to be executed by the persons herein designated as the makers thereof, and where the recordee is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept principal notes herein described any notes which may be presented and which conform in substance to the principal notes contained in this instrument.

19. The principal notes purporting to be placed therein by a prior trustee hereunder or which conform in substance to the principal notes contained in this instrument shall be placed in the office of the Recorder of Titles in which the principal notes are recorded, or the principal notes and which purport to be executed by the persons herein designated as the makers thereof, and where the recordee is requested of the original trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number on them.

20. Any person who shall either before or after maturity become liable to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which repayment is to be without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number on them.