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TRUST DEED

CTTC Trust Deed 7

Individual Mortgagor

(One Installment Note Interest Included in Payment)

USE WITH CTTC NOTE 7

Form 807 R.1/95

96412139

F	3750	A
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DEPT OF RECORDING 137.50
 13666 TRAN 2014 05/31/96 13:29:00
 13966 : JPL * - 96-412139
 COOK COUNTY RECORDER

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 MAY 20,

1996, between TSCHUHO LEE AND HI OK LEE,

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 ONE HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED & 00/100 (\$122,500.00) * * * DOLLARS, evidence by one certain Installment 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 MAY 20, 1996 on the balance of principal remaining from time to time unpaid at the rate of 9.75 per cent per annum in installments (including principal and interest) as follows: \$1,091.66 Dollars or more on the 20TH day of JUNE 1996 and \$1,091.66 Dollars or more on the 20TH 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 20TH day of MAY 2001. 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 each installment unless paid when due shall result in liquidated damages of:

1. \$54.58 PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in 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 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 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:

LOTS 8 AND 9 IN BLOCK 2 IN ENGEL'S OAKTON STREET SUBDIVISION, BEING A SUBDIVISION OF THAT PART LYING EAST OF PRAIRIE ROAD OF LOT 7 IN SUPERIOR COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 10-23-332-037 AND 10-23-332-038

COMMONLY KNOWN AS: 3636 W. OAKTON, SKOKIE, IL 60076

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which with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagees 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 mortgagees 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 Mortgagees do hereby expressly release and waive.

Witness the hand and seal of Mortgagees the day and year first above written.

Witness the hand and seal of Mortgagees the day and year first above written.

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

X William C. Peterman [SEAL] X HI OK LEE [SEAL]

X William C. Peterman [SEAL] X HI OK LEE [SEAL]

STATE OF ILLINOIS
County of COOK
THE UNDERSIGNED
a Notary Public in and for the residing in said County, in the state aforesaid, DO HEREBY CERTIFY THAT TSCHUHO LEE AND HI OK LEE who personally known to me to be the same person (s) whose name (s) 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 set forth.

Given under my hand and Notarial Seal this 20TH day of MAY 1996

Notary Public
WILLIAM C. PETERMAN
Notary Public, State of Illinois
My Commission Expires Jan. 11, 1998

OFFICIAL SEAL

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagees shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior 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 of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagees 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 notes duplicate receipts herefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees desire to contest.
3. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
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 any act hereinafter required of Mortgagees in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any lien or other

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prior lien or title or claim thereof, or redemption from any tax sale or forfeiture 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 surplus 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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SKOKIE, IL 60076

3636 W. OAKTON

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

WILLIAM C. PETERMAN
ATTORNEY AT LAW
221 N. LA Salle - SUITE 1100
CHICAGO, ILLINOIS 60601

(X) Mail To:

[] Recorders Box 333

CTTC Trust Deed 7, Individual Mortgagor One Instalment Note Interest Included in Payment, Use with CTTC Note 7, Form 807 R.1/95

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FOR RECORD

BEFORE THE TRUST DEED IS FILED
AND TRUST COMPANY, TRUSTEE,
IDENTIFIED BY CHICAGO TITLE

BY THIS TRUST DEED SHOULD BE
THE INSTALLMENT NOTE SECURED

THE BORROWER AND LENDER
FOR THE PROTECTION OF BOTH

IMPORTANT

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

any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true 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 purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the maker thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the maker thereof; and where the release is requested of the principal notes or any part thereof, whether or not such persons shall have executed the principal notes or 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 deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Deeds or Registrar 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 benefit of 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 or this Trust Deed.

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY Assistant Vice President, Assistant Secretary

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Identification No.

66421536

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RIDER TO NOTE AND MORTGAGE DATED MAY 20, 1996
CONCERNING 3636 W. OAKTON, SKOKIE, ILLINOIS

THE UNDERSIGNED, hereby agree to the following terms:

- R1. That in the event there is a conflict between the terms of this Rider and the attached Note/Mortgage, then the terms in the Rider shall control.
- R2. That in the event monthly payments are not received within ten (10) days of the due date, then a 5% late charge shall be due and owing.
- R3. PURCHASERS/MAKERS/MORTGAGORS shall have the right to prepay twenty (20%) percent of the outstanding principal balance each year commencing JANUARY 1, 1997. There shall be no right to prepay more than twenty (20%) percent of the principal balance per year until JANUARY 1, 2001.

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R4. **INSURANCE:**

- A. PURCHASERS shall from and after the time specified in Paragraph 4, keep insured against loss or damage by fire or other casualty, the improvements now and hereafter erected on the premises with a company, or companies, reasonably acceptable to SELLERS, and also flood insurance where applicable, with coverage not less than the balance of the purchase price hereof (except that if the full insurable value of such improvements is less than the balance of the purchase price, then at such full insurable value) for the benefit of the parties

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hereto, as their interest may appear; such policy or policies shall be held by SELLERS, and PURCHASERS shall pay the premiums thereon when due. Insurance shall meet insurer's co-insurance requirements.

- B. In case of loss of or damage to such improvements, whether before or after possession given hereunder, any insurance proceeds to which either or both of the parties hereto shall be entitled on account thereof, shall be used (I) in the event the insurance proceeds are sufficient to fully reconstruct or restore such improvements, to pay for the restoration or reconstruction of such damaged or lost improvements, or (II) in the event the insurance proceeds are not sufficient to fully reconstruct or restore such improvements, then the proceeds of insurance shall be applied to the unpaid balance of the purchase price.
- C. PURCHASERS shall keep all buildings at any time on the property insured in SELLERS' name at PURCHASERS' expense, against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by SELLERS in an amount at least equal to the sum remaining unpaid hereunder. PURCHASERS shall procure and continue in force, in the names of PURCHASERS and SELLERS, general liability insurance against any and all claims for injuries to persons or property occurring in the property, such insurance to be at all times in an amount not less than \$300,000.00 for injuries to persons in one accident, \$100,000.00 for injuries to any one person and \$50,000.00 for damage to property. Such insurance shall be in such form and issued by such company authorized to engage in the business of general liability insurance in the State of Illinois as shall be acceptable to SELLERS in their sole discretion. PURCHASERS shall deliver all policies of insurance required hereunder to SELLERS and shall deliver to SELLERS at least ten (10) days prior to expiration of the policy term, customary certificates evidencing payment of the premium and continuation of the insurance.

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- R5. **TAXES AND CHARGES:** It shall be PURCHASERS' obligation to pay, at PURCHASERS' expense, immediately when due and payable, and prior to the date when the same shall become delinquent, all general and special taxes, special assessments, water charges,

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sewer service charges and other taxes, fees, liens, and charges now or hereafter levied or assessed or charged against the premises or any part thereon or any improvements thereof, including those heretofore due and to furnish SELLERS with the original or duplicate receipts therefor.

R6. **FUNDS FOR TAXES AND CHARGES:** In addition to the agreed installments, if any provided in Paragraph 3, PURCHASERS shall deposit with the SELLERS on the day each installment payment is due, or if none are provided for, on the first day of each month subsequent to the date of initial closing, until the purchase price is paid in full, a sum (herein referred to as "funds") equal to One-Twelfth (1/12) of the yearly taxes, assessments which may become a lien on the premises, and the estimated annual premiums for the insurance coverages required to be kept and maintained by PURCHASERS, all as reasonably estimated to provide sufficient sums for the full payment of such charges one month prior to their each becoming due and payable. Failure to make the deposits required hereunder shall constitute a breach of this agreement. SELLERS have the option to have PURCHASERS pay insurance and assessments directly.

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SELLERS are hereby authorized and directed to use the deposited funds for the payment of the aforementioned taxes,

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assessments, rents and insurance premiums. SELLERS shall, upon the request of the PURCHASERS, give the PURCHASERS an annual accounting of all such funds deposited and disbursed including evidence of paid receipts for the amounts so disbursed. The funds are hereby pledged as additional security to the SELLERS for the periodic payments and the unpaid balance of the purchase price.

If the amount of the funds together with the future periodic deposits of such funds payable prior to the due date of the aforementioned charges shall exceed the amount reasonably estimated as being required to pay said charges one month prior to the time at which they fall due, such excess shall be applied first to cure any breach in the performance of the PURCHASERS' covenants or agreements hereunder of which SELLERS has given written notice to PURCHASERS, and second at PURCHASERS' option, as a cash refund to PURCHASERS or a credit towards PURCHASERS' future obligations hereunder. If the amount of the funds held by SELLERS shall not be sufficient to pay all such charges as herein provided, PURCHASERS shall pay to SELLERS any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by SELLERS to PURCHASERS requesting payment thereof.

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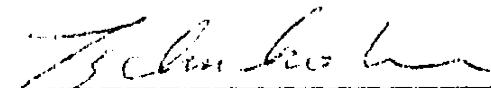
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SELLERS may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, nor shall PURCHASERS be entitled to interest or earnings on the funds, unless otherwise agreed in writing at the time of execution of this agreement. Upon payment in full of all sums due hereunder, SELLERS shall promptly refund to PURCHASERS, any funds so held by SELLERS.

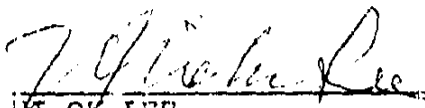
R7. PURCHASERS/MAKERS/MORTGAGORS shall send monthly payments as directed in writing by KENNETH L. HEDEEN and MARY C. HEDEEN.



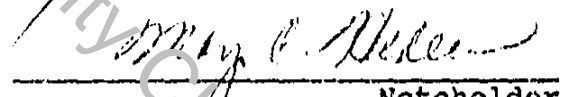
TSCHUHO LEE



Kenneth L. Hedeen
Noteholder



HI OK LEE



Mary C. Hedeen
Noteholder

Mail to:

WILLIAM C. PETERMAN
ATTORNEY AT LAW
221 N. LEXINGTON - SUITE 2238
CHICAGO, ILLINOIS 60601



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