

UNOFFICIAL COPY

0 3 7 - 2 0 7 0

LEGAL DESCRIPTION:

Lot Twenty One (21), excepting therefrom that part described as follows: Beginning at the Southeast Corner of said Lot 21; ^{sb} thence Northwesterly along the Southwesterly line of said Lot 21, a distance of 46.02 feet; thence Easterly, a distance of 40.07 feet to a point on the East line of said Lot 21; that is 22.63 feet Northerly of (as measured along said East line) the place of beginning; thence Southerly along said East line, a distance of 22.63 feet to the place of beginning.------(21)

ALSO

That part of Lot Twenty Two (22), described as follows: Commencing at the Northeast corner on the East line of said Lot 22; thence Northwesterly along the Northeasterly line of said Lot 22, a distance of 46.02 feet for the place of beginning; thence Westerly, a distance of 46.06 feet along a line, that if extended Easterly, would intersect the East line of the aforesaid Lot 21 at a point that is 22.63 feet Northerly of (as measured along said East line) the Southeast corner of said Lot 21; thence Northwesterly, a distance of 125.25 feet to the most Northerly corner of said Lot 22; thence Southeasterly along the Northeasterly line of said Lot 22, a distance of 163.0 feet to the place of beginning.------(22)

In Village Green, ^{sb} being a Subdivision of part of Lot 4, of the Circuit Court Partition of part of Sections 6 and 7, Township 41 North, Range 9, East of the Third Principal Meridian, according to Plat of said Village Green, ^{sb} registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 25, 1976, as Document Number 2871309.

3722970

TRUST DEED
SECOND MORTGAGE (ILLINOIS)

CAUTION: Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE WITNESSETH, that Soon Ki Lee
and Kei Sook Lee, his wife,
(hereinafter called the Grantor), of 22 Greenridge,
Elgin, Illinois 60120

for and in consideration of the sum of Ten and No/100 (\$10.00)

3722970

in hand paid, CONVEY AND WARRANT to THE COMMERCIAL
BANK OF KOREA, LTD., CHICAGO BRANCH
of 230 W. MONROE ST., #1400, CHICAGO, IL

as Trustee, and to his successors in trust hereinafter named, the following described real
estate, with the improvements thereon, including all heating, air-conditioning, gas and
plumbing apparatus and fixtures, and everything appurtenant thereto, together with all
rents, issues and profits of said premises, situated in the County of Cook

Above Space For Recorder's Use Only

and State of Illinois, to-wit:

See the attached Legal Description.

Common Address: 22 Greenridge, Elgin, Illinois 60120
P.I.N.: 06-07-120-014-0000; 06-07-120-015-0000.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted upon 200 principal promissory note bearing even date herewith, payable

on demand in the principal amount of US\$50,000.00 with interest as provided therein.
The Grantor covenants and agrees to pay said indebtedness and the interest thereon as
herein or in said note(s) provided, and to pay any and all indebtedness of any and
every kind now or hereafter owing and to become due from the Grantor to the Grantee,
or Trustee herein, 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 Grantor or the Grantee, 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.

THE GRANTOR covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon as herein and in said note or notes provided,
or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments against said premises, and on
demand to exhibit receipts therefor, (3) within sixty days after destruction or damage, to rebuild or restore all buildings or improvements on said
premises that may have been destroyed or damaged, (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at
any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies
acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the Trustee or Mortgagee, and second, to the
Trustee herein as their interests may appear, which policies shall be left and remain with the Mortgagee or Trustee until the indebtedness is fully
paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the
holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said
premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately
without demand, and the same with interest thereon from the date of payment at 11%+2 per cent per annum shall be so much additional
indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of said indebtedness, including principal and all earned interest,
shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach
at 11%+2 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had
then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof —
including reasonable attorney's fees, outlays for document preparation, evidence, stenographer's charges, cost of procuring or compiling abstract showing the
whole title of said premises embracing foreclosure decree shall be paid by the Grantor, and the like expenses and disbursements occasioned by any
suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such
expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in
such foreclosure proceedings, which proceedings whether under decree of sale shall have been entered or not, shall not be dismissed, nor shall be hereof given,
until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs,
executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure
proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and
without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to
collect the rents, issues and profits of the said premises.

The name of a record owner Soon Ki Lee and Kei Sook Lee, his wife
IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then

of said County is hereby appointed to be first successor in this trust;
and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby
appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in
trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to

Witness the hand and seal of the Grantor this 12th day of July, 1988

Soon Ki Lee (SEAL)
Soon Ki Lee

Kei Sook Lee (SEAL)
Kei Sook Lee

Please print or type name(s)
below signature(s)

This instrument was prepared by Jay H. Kim, Attorney at Law, 5715 N. Lincoln, #200
Chicago, IL 60649

UNIDENTIFIED

3722970

UNOFFICIAL COPY

STATE OF Illinois }
COUNTY OF Cook } ss.

I, Jay He Kim, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Soon Ki Lee and Kei Cook Lee, his wife

personally known to me to be the same persons whose names 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 set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 12th day of July, 1988.

(Impress Seal Here)

Jay He Kim
Notary Public

Commission Expires March 7, 1990



13
DUPLICATE
1344
Box No.

SECOND MORTGAGE
Trust Deed

TO

Submitted by _____
Address _____
Premises _____
Deliver certif. to _____
Address _____
Deliver duplicate Trust Deed to _____
Address _____
City _____
State _____

Hall for THE COMMERCIAL BANK OF CHINA, LTD.
1150 West Monroe Street
Chicago, Illinois 60606

GEORGE E. COLE
LEGAL FORMS