

# UNOFFICIAL COPY

11 M WASHINGTON ST  
ATTORNEY AT LAW  
CHICAGO, ILL

## TRUST DEED

3969809

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made May 30, 19 91, between American National Bank and Trust Company of Chicago, a National Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated August 16, 1989 and known as trust number 109151-06, herein referred to as "First Party," and

KOREA EXCHANGE BANK

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of

FOUR HUNDRED FORTY THOUSAND and No/100ths (\$ 440,000.00 ) Dollars,

made payable to KOREA EXCHANGE BANK

and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on demand

with interest thereon until maturity at the rate of prime plus two

per cent per annum, and with interest after maturity until paid at the rate of prime plus three

per cent per annum; the said payments of both principal and interest are to be made at such banking house or trust company

in the City of Chicago, Illinois, as the legal holder of this principal note may, from time to time, in writing appoint, and in

the absence of such appointment, then at the office of KOREA EXCHANGE BANK, 181 West Madison Street Suite 2100

Chicago, Illinois 60602.

NOW, THEREFORE, the Mortgagee 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 Mortgagee 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 6, 7, 8, 9, 10 and 11 in Block 1 in Gallup and Schiesswohl's Addition to Rogers Park, being a subdivision of part of the North half of the South half of the South East quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 6543-51 North Clark Street, Chicago, Illinois 60626

Permanent Real Estate Index Numbers 11-31-415-025  
11-31-415-006

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, appurtenances, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are placed primarily and on a parity with said premises 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, inlaid 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 First Party or its 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 hereinafter set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:  
1. That the Indebtedness aforesaid shall be fully paid, and in case of the Intire of First Party, its successors or assigns to: (1) promptly repair, replace or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereby created; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereby created, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete, within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm 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 note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance subject to equities, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth 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 tax lien or other prior lien or title or claim thereof, or redeem 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereby created, plus reasonable compensation to Trustee for such 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 the rate of seven per cent per annum, fraction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

MAIL TO:

[ KOREA EXCHANGE BANK  
181 W. Madison Street Suite 2100  
Chicago, Illinois 60602 ]

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

(Att:MSH)

12 of 556  
IN WASHINGTON

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LADL THEBELL & BRANKIN  
REGISTRAR OF TITLES



STATE OF ILLINOIS  
OFFICE OF THE REGISTRAR OF TITLES

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
Assistant Secretary

17. The undersigned hereby agrees to pay the principal amount hereabove created, payable on demand, with interest as provided therein as herein or in said note provided, and to pay said indebtedness and interest...

18. The undersigned herein represent and agree that the obligation secured hereby consists of a business loan which comes within the purview of subparagraph (c) of Section 4 of "An Act...

16. It is hereby agreed that should the mortgagor sell, convey, transfer, dispose of or further encumber said property or any part hereof, the mortgagee shall have the right, at his option, to declare all sums secured hereby forthwith due and payable...

15. The undersigned hereby agrees to pay the principal amount hereabove created, payable on demand, with interest as provided therein as herein or in said note provided...

14. The undersigned hereby agrees to pay the principal amount hereabove created, payable on demand, with interest as provided therein as herein or in said note provided...

13. The undersigned hereby agrees to pay the principal amount hereabove created, payable on demand, with interest as provided therein as herein or in said note provided...

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8. The undersigned hereby agrees to pay the principal amount hereabove created, payable on demand, with interest as provided therein as herein or in said note provided...

K. A. SHIM  
ATTORNEY AT LAW  
17 W. WASHINGTON STREET  
CHICAGO, ILL.

M. J. Jovanovich  
1991 JUN -5 AM 11-25

[Signature]