

UNOFFICIAL COPY



Doc#: 0326150206
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/18/2003 02:36 PM Pg: 1 of 3

RETURN RECORDED DOCUMENT TO:
E. M. Grabill
707 Skokie Blvd., Suite 420
Northbrook, Illinois 60062

MORTGAGE

THIS INDENTURE, WITNESSETH, That DONG S. KIM (hereinafter called the "Mortgagor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, CONVEY AND WARRANT to R. DARRELL EWERS and SUE EWERS, as joint tenants with right of survivorship (hereinafter called the "Mortgagee"), for the purpose of securing performance of the covenants and agreements herein, the real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures and everything appurtenant thereto, together with all rent, issues and profits of said premises, situated in the Village of Winnetka, in the County of Cook and State of Illinois and fully described on Exhibit A attached hereto, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois with respect to said premises, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, THE MORTGAGOR is justly indebted upon a promissory note bearing even date herewith, payable to Mortgagee, providing for an original principal indebtedness of Ninety-Two Thousand Four Hundred Twenty-Four & .00/100 (\$92,424.00) Dollars such sum being payable as follows:

- (a) The entire indebtedness evidenced by this Promissory Note shall be paid by Borrower to Note Holder on or before August 18, 2004.
- (b) Provided, however, that notwithstanding anything to the contrary that is provided for herein, for each day prior to August 18, 2004 that the entire indebtedness evidenced by this Promissory Note is paid to Note Holder, the sum of Forty-Two & .20/100 (\$42.20) Dollars shall be credited against the indebtedness owed pursuant thereto.

THE MORTGAGOR covenants and agrees as follows: (a) to pay said indebtedness as herein and in said note provided; (b) to pay before they become delinquent, all taxes and assessments levied against said premises, and, on demand, to exhibit receipts therefor; (c) within a reasonable time after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (d) that waste to said premises shall not be committed or suffered; (e) to keep all buildings now or at any time situated on said premises insured by reputable companies with loss clause attached payable first to Mortgagee.

3 Pgs

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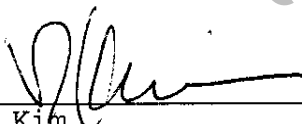
IN THE EVENT of a breach of any of the aforesaid covenants or agreements which is not cured by Mortgagor within thirty (30) days of the receipt of written notice thereof, the whole of said indebtedness shall, at the option of the legal holder thereof, without further notice, become immediately due and payable, and with interest thereon from time of such breach at twelve per cent (12%) per annum, shall be recoverable by a foreclosure 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 Mortgagor that all reasonable expenses and disbursements paid or incurred on behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree - shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by Mortgagor. 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 proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release thereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid.

IN THE EVENT that title to or any interest in said premises or in any trust holding title to said premises be conveyed, assigned or in any manner transferred at any time prior to the payment in full of the indebtedness secured by this Mortgage without the prior written consent of Grantee, the entire unpaid principal balance of such indebtedness together with any accrued and unpaid interest shall become immediately due and payable.

THIS IS A JUNIOR MORTGAGE.

WITNESS the hand and seal of the Mortgagor this 18th day of August, 2003.



 Dong S. Kim

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EXHIBIT "A"

The East 50 feet of the West 120 feet of the South $\frac{1}{2}$ (measured on the West line) of Lot 5 in Graves' Subdivision, a subdivision of that portion of the North Fractional $\frac{1}{2}$, Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, formerly known as vacated as Blocks 44, 68 and 69 in the Village of Winnetka and 33 feet West of and adjoining Blocks 44 and 68, in Cook County, Illinois

Permanent Index Number: 15-21-132-004

Common Address: 489 Willow Road, Winnetka, IL

Property of Cook County Clerk's Office