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This instrument was prepared by: **FOSTER BANK** 5225 N KEDZIE CHICAGO, IL 60625

When recorded return to (name, address):

FOSTER BANK/GRACE LEE 5225 N KEDZIE CHICAGO, IL 60625

SEE ATTACHED EXHIBIT "A"

The property is located in COOK

(Address)



Doc#: 0534704184 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 12/13/2005 12:48 PM Pg: 1 of 11

at 685 FREDERICK LANE

	LOAN #25008	90-1	OIIC			
		RITI	W			
	Sta	ນ f Illinois ——	<u> </u>	—— Space Above This	Line For Recording Data —	
		6		E MORTGAGE Advance Clause)		
1.	DATE AND PAR	וTIES. ואב date of	f this Mortgage (Secur	ity Instrument) is	11-10-2005	and
	the parties, their	addresses and tax	cidentification numbers	s, if required, are as follow	ws:	
	•	(1)				
	MORTGAGOR:	DONG HO KIN	1			
	World Cridon.		B GENEVA ROAD			
		WINFIELD, IL	00190			
			00/			
	If checked, acknowledg		hed Addendum incorp	erated herein, for addition	nal Mortgagors, their signa	itures and
				0,		
		STER BANK		46		
			ting under the laws o	f the state of Illinois		
		25 N KEDZIE			,	
	СН	ICAGO, IL 6062	25	\mathbb{C}_{ℓ}		
2.	secure the Secu	ured Debt (define	d below) and Mortgag	or's performance under	of which is acknowledge one Security Instrument,	
	grants, bargains,	, sells, convevs, m	ortgages and warrants	to Lender the following d	les ribed property:	

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

, HOFFMAN ESTATES

- 3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity

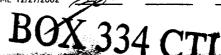
SEE ATTACHED EXHIBIT B" A COPY OF THE PROMISSORY NOTE WHICH SECURED BY THIS MORTGAGE.

ILLINOIS- AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

(Zip Code)

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. PAYMENTS. Mortgagor ag ees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. CLAIMS AGAINST TITLE: Mortgagor will pay all taxes, caressments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property wile relating to the Property will be used to Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipte evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair and lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal [5.v] (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a latural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all

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necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.

- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obspicte, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender, shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the reliable (Property).

A. Existing or future leases, subleases, licenses, guaranties and a vother written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, concellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain, to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal proper v this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign,

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compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT. Mortgagor will be in default if any of the following occur:
 - A. Any party obligated on the Secured Debt fails to make payment when due:
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by I ender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt of that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
- 15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Securer, Lebt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or percent the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien or any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and clarges accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, sumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's tight to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Excent variety prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in ani. Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, pleasuring or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the rate of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

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- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as proviously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lende: fi.st consents in writing.
- F. Mortgagor will pe mi, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review on records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, flabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' f.e., which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor agrees to maintain insurance as follows:
 - A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to p. v to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations or der this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIV.BILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law vill not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience convenience to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS. Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, reinstatement, appraisement, the marshalling of liens and assets and all other exemptions as to the Property.

26	. MAXII	IUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall
	and ot	ceed \$ 50,000,00 . This limitation of amount does not include interest, attorneys fees, her fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to sees made under the terms of this Security Instrument to protect Lender's security and to perform any of the ants contained in this Security Instrument.
27	. u.c.c	PROVISIONS. If checked, the following are applicable to, but do not limit, this Security Instrument:
		Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
		Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
		Crops; Timber; Minerals; Rents, Issues and Profits. Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property")

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	instruments, chattel paper, general in the future and that are use maintenance of the Property (all property" specifically excludes the property of the proper	al intangibles, and all other ito ed or useful in the constr of which shall also be inclu hat property described as "	uction, ownership, operation, r ded in the term "Property"). The	gor owns now or management, or term "personal nnection with a
	Filing As Financing Statement. M as a financing statement and a purposes of Article 9 of the Unifo	ny carbon, photographic or		
28. OTHI	R TERMS. If checked, the following	are applicable to this Securi	ity Instrument:	
	Line of Credit. The Secured Debt be reduced to a zero balance, this	includes a revolving line of	credit provision. Although the Se	cured Debt may
	Separate Ausgnment. The Mortg If the separa e assignment of leas will supersede this Security Instru	ses and rents is properly exec	cuted and recorded, then the sepa	eases and rents. Irate assignment
and ii on pa	ATURES: By signing below, Mortgan any attachments. Mortgagor also ge 1. Name: DONG HO KIM	agor agrees to the terms and acknowledges receipt of a co	l covenants contained in this Sec opy of this Security Instrument or	curity Instrument to the date stated
Entity K	mon	T		
X_	ure) BONG HO KIM	(Datr) (Signature	9)	(Date)
(Signat	ure)	(Date) (Signature		(Date)
(Signat	ure)	(Date) (Signature	a)	(Date)
(Signat	ure)	(Date) /Signature		

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STATE OF Illinois , This instrument was acknowledged before me to by DONG HO KIM	COUNTY OF
BY DONG HO KIM	
of DONG HO KIM	> (Name of Business o
a <u>Illinois</u>	on behalf of the business or e
My commission expires:	
	(Notary Public)
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EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 18 BLOCK 145 THE HIGHLAND AT HOFFMAN ESTATES XII, BEING A SUBDIVIDION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1960 AS DOCUMENT 18021928 IN THE OFFICE OF THE COUNTY RECORDER IN COOK COUNTY, ILLINOIS.

PERMANEN' INDEX NUMBER: 07-09-208-018-0000

ESS: 685

OF COUNTY CRAFTS OFFICE PROPERTY ADDRESS: 685 FREDERICK LANE, HOFFMAN ESTATES, IL 60195

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EXHIBIT "B"

ONG HO KIM AND YOUN SOOK KIM DBA ELIM NAILS FOR YOU	FOSTER BANK			
WEST 233 GENEVA ROAD	5225 N KEDZIE		Loan Number 2500890-1 Date 11-16-2005	
INFIELD, IL 60190	CHICAGO, IL 60625		Maturity Date 11-10-2010	
			Loan Amount \$ 50,000.00	
			Renewal Of	
BORROWER'S NAME AND ADDRESS "includ" each borrower above, jointly and severally.		ME AND ADDRESS its successors and assigns.		
r value resived, I promise to pay to you, or your o	order, at your address liste	d above the PRINCIPAL sum Dollars \$ 50.00		
Single Advance I will receive all of this principal	sum on 11-10-2			er this note
Multiple A tyr.ce The principal sum shown about	ve is the maximum amoun	t of principal I can borrow un	der this note. On	
Conditions: The c , dit ons for future advance			al advances are contemplated.	
Conditions: The CV. Oil 313 for future advance:	s are			
Open End Credit: You and I agree that I reall other conditions and expires on		irnum amount of principal me	ore than one time. This feature	is subject t
Closed End Credit: You and I a ree hat I.	may borrow up to the max	imum only one time (and sub	ject to all other conditions).	
TEREST: I agree to pay interest on the constanting	g principal balance from_	11-10-2005	at the rate of	9.000
per year until 11-11-2005 Variable Rate: This rate may then change as str	ad hall w	· · · · · · · · · · · · · · · · · · ·		
Index Rate: The future rate will be	4	e following index rate: the base	e rate on corporate loans posted by at least	75% of the_
nation's 30 largest banks known as the Wak Street Journal Pri				
No Index: The future rate will not be subjective. Frequency and Timing: The rate on this n				
A change in the interest rate will take e				
X Limitations: During the term of this loan,	the applicable annual (ter	est ate will not be more tha		
			% each	
Effect of Variable Rate: A change in the interest. The amount of each scheduled payment to				
	rin change.	inc model of the tine p	aymore min onunger	
	Aciu Aciu	al/360 bas	sis.	
CCRUAL METHOD: Interest will be calculated on a DST MATURITY RATE: I agree to pay interest on t	he unpaid balance of this	note owing after riaturity, an		ow:
CCRUAL METHOD: Interest will be calculated on a	he unpaid balance of this	note owing after riaturity, an		ow:
CCRUAL METHOD: Interest will be calculated on a DST MATURITY RATE: I agree to pay interest on to On the same fixed or variable rate basis in at a rate equal to 5% OVER THE INTEREST RATE	the unpaid balance of this a effect before maturity (as INDENTIFIED IN THIS NOTE	note owing after rilaturity, and indicated above).	d until paid in full, as stated bel	
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CCRUAL METHOD: Interest will be calculated on a DST MATURITY RATE: I agree to pay interest on the same fixed or veriable rate basis in a rate equal to 5% OVER THE INTEREST RATE LATE CHARGE: If a payment is made more than \$25.00. RETURN CHECK CHARGE: I agree to pay the gront his loan that is returned because it has be	the unpeid balance of this a effect before maturity (as INDENTIFIED IN THIS NOTE a days aft leater of \$	note owing after r aturity, an indicated above). er it is due, I agree to pay a	ate charge of 5,000% of the late amo	any payme
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and sureties) who agrees to pay this note (together referred to as "us").

"You" or "you" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Illinois will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement. COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

:

other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the

(unless, when I make the prepayment, you and lagree in wining to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstending anything to the contrary, I do not agree to pay and you do not intend to charre any rate of interest that is higher than the maximum rate of ir are, you could charge under applicable law for the extension of credit not is agreed to here either before or after maturity. If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, ou agree to refund it to me.

INDEX | ATE: The index will serve only as a device for setting the rate on this note. You not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or Cas of Jeen to me or other borrowers.

that the rate on this note will be the same rate you change of any other loans or cliss of Junch to me or other borrowers.

ACCRUAL METH(") he amount of interest that I will pay on this loan will be calculated using "he interest rate and accrual method stated on page I of this note. Fr. the purpose of interest calculation, the accrual method will determine the rumber of days in a "year." If no accrual method is stated, then you nay use any reasonable accrual method for collections in lottered.

method is stated, then \(\text{if in ay use any reasonable accrual method for calculating interest.}\)

POST MATURITY RATE \(\text{or purposes}\) of deciding when the "Post Maturity Rate" (shown on page 1) \(\text{or purpose}\) in the term "maturity" means the date of the last scheduled payme t indicated on page 1 of this note or the date you accelerate payment on \(\text{or note}\) in \(\text{or whichever}\) is earlier is earlier.

SINGLE ADVANCE LOANS: If this is 's single advance loan, you and I expect that you will make only one advance \(\text{or pricipal}\) you lake any payments described in the "PAYMENTS BY LENDER" \(\text{page agraph below}\).

MULTIPLE ADVANCE LOANS: If this is a multiple \(\text{or note}\) are loan, you and I expect that you will make more than one advance \(\text{of ricipal}\) if this is closed end credit, repaying a part of the principal \(\text{or incipal}\) if \(\text{or note incipal}\).

expect that you will make more than one advanct of r incipal. If this is closed end credit, repaying a part of the principal "" or entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pa or y behalf, charges I am obligated to pay (such as property insurance, ..., ..., ..., ...) then you may treat those payments made by you as advance; and add them to the unpaid principal under this note, or you may dem numerate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" mans:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

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If litting the referred to as "us", it together referred to as "us", it agreement was a successors and assigns.

If litting the work and the me to agree to such a variation, and the me to agree to such a variation will be enforced according to the sealth of the work of the successors and assigns.

If litting the me to agree to such a variation, and to the extent not prohibited by law and not contrary to the me to agree to such a variation.

It is me to agree to such a variation of the proposed and the propose

jurisdiction under the Bankruptcy Code.
WA!VER: I give up my rights to require you to do certain things. I will not require you to:

quire you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpeyment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of

I waive any defenses I have based on suretyship or impairment or collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us nether, to collect this note. You may do so without any hotice that it has not been paid (notice of dishonor). You may without notice release by arty to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay it you show the party. If you give the party of you are entitled to only one payment in full.) I agree that you want your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without firmit or notice and or any term without affecting my liability for payment of the note. Will not assim my obligation under this agreement without your prior written apprival.

FINANCIAL INFORM f10N: agree to provide you, upon request, any financial statement or informs on you may deem necessary. I warrant these the financial statement or informs on you may deem necessary.

FINANCIAL INFORM/ TION: agree to provide you, upon request, any financial statement o informs on you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and cc.nr te.

NOTICE: Unless otherwise r qu. cf by law, any notice to me shall be given by delivering it or by ma....g'. c, f'st class mail addressed to me at my last known address. My c. renr address is on page 1. I agree to inform you in writing of any change . I y address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you five, designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENT	INTEREST PAID I-HROUGH:
	ś		\$	\$	%	\$	
	1 5		\$	\$	%	\$	
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	13		5	\$	%	\$	

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