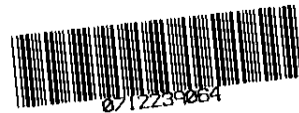


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Doc#: 0712239064 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/02/2007 11:24 AM Pg: 1 of 11

## SECOND MORTGAGE

Made April 30, 2007, by Walter T. Son (hereinafter "Mortgagor") whose address is 3201 W. Balmoral Avenue, Chicago, IL, 60625, and Chong Ye Im, (hereinafter "Mortgagee") whose address is 50 Copperwood, Buffalo Grove, IL, 60016 ("Mortgagee"). Mortgagor is justly indebted to Mortgagee in the principal sum of ONE-HUNDRED NINETEEN THOUSAND SEVEN-HUNDRED NINETY-SIX AND 47/100THS (\$119,796.47) DOLLARS evidenced by a certain promissory note dated December 4, 2002 (the "Note") whereby the obligor promises to pay the Note, interest at the rate provided in the Note, and late charges and collection costs, if any, all of which sums, if not sooner paid, are due and payable on December 4, 2003.

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee the real estate located at 5334 N. Kedzie Avenue in the City of Chicago, County of Cook, State of Illinois, described on Exhibit "A" attached hereto, together with the easements, improvements, hereditaments, and appurtenances, now or hereafter belonging thereto, and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, electrical, heating, air conditioning, ventilating and mechanical equipment and all of which equipment and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the "Equipment") and deemed to be fixtures and a part of the realty, all the foregoing being collectively referred to herein as the "Premises".

TO SECURE the payment of said principal sum of money and said interest and late charges and collection costs in accordance with the terms, provisions and limitations of this Mortgage and the Note, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebted and liabilities of any and every kind now or hereafter owing and to become due from Mortgagor to Mortgagee of to the holder or assignee of the Note or this Mortgage or under any other instrument, obligations, contracts or agreements, or dealings of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of a guaranty to Mortgagee by Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing (hereinafter collectively with the Note called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by Mortgagor of all the terms, undertakings, covenants and conditions by Mortgagor to be kept, observed or performed under or according to any and all instruments,

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obligations, contracts or agreements entered into or to be entered in the future between Mortgagor and Mortgagee.

Mortgagor hereby covenants, warrants and agrees as follows:

1. **Payments to be Made.** Simple interest at the rate of twelve percent (12%) per annum, payable at maturity. Payments shall be applied in the following order: First to costs of collection, including late charges and penalties; Second to interest; and finally to principal.
2. **Secondary Status.** This Second Mortgage and the Note which it secures shall be subordinate and secondary to that certain note and mortgage in favor of Elgin State Bank dated September 30, 2003 and recorded as document no. 0327311144.
3. **No Liens.** So long as any part of the Indebtedness shall be unpaid: To remove from said Premises all statutory lien claims; to protect the title and possession of said real estate; and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this Mortgage, or which by the laws of Illinois may be levied or assessed against said Mortgagee or its mortgage interest in said land, or the Indebtedness or upon this Mortgage, and deliver to Mortgagee satisfactory evidence of payment thereof.
4. **Insurance.** To keep said Premises insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee but not more than unpaid principal and interest under that certain note dated December 4, 2002 in favor of Chong Ye Im in the principal amount of \$219,796.47 plus late charges and collection costs if any, in such insurance company or companies as the said Mortgagee, its successor and assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon the Premises while any part of the Indebtedness shall remain unpaid, having attached to said policies such mortgage indemnity clauses as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee, its successors and assigns, as its interest shall appear at the time of loss, shall be in a form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least ten (10) days' prior written notice of any cancellation of, or any material change in, such insurance shall be given Mortgagee by the insurer. Any sum which may become due under any such policy may be applied by Mortgagee, at its option, either to reduce the Indebtedness or to repair or replace the improvements covered by said policy. In the event of any loss or damage to the Premises, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee, and Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten (10) days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale;

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and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy as it may cause to be canceled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate.

5. **Mortgagee May Act for Mortgagor.** In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on the Premises, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof to Mortgagee, as aforesaid, then Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, redeem the Premises which may be sold or forfeited for taxes or assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said Premises in the sum, as aforesaid, or for any less sum and for such time, as Mortgagee may deem proper. Any sums which may be so paid out by Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorneys' fees paid in any suit affecting the Premises, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgagor to Mortgagee upon demand and shall be deemed a part of the indebtedness, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax title so purchased, paid, or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

6. **Consent to Receiver.** Mortgagor's failure to pay any insurance premium upon policies covering any of the Premises or failure to pay any taxes or assessments, or both, assessed against the Premises, or any installments thereof, before any interest or penalty for nonpayment attaches thereto, shall constitute waste and Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer. Payment by Mortgagee for and on behalf of Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor under the terms of this Mortgage, shall not cure the default herein described nor shall it in any manner impair Mortgagee's right to the appointment of a receiver on account thereof.

7. **Excluded.**

8. **Eminent Domain.** Notwithstanding any taking by eminent domain, or injury to or decrease in value of the Premises by any public or quasi-public authority, Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by Mortgagee and no reduction of principal shall be deemed to take effect until such receipt. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee, toward payment of the Indebtedness. If prior to any receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagee is hereby appointed attorney-in-fact for the foregoing purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award or judgment, whether joint or several, on behalf of Mortgagor, which said receipt, discharge and satisfaction

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shall be legally effective and binding as if given directly by Mortgagor; Provided, however, that nothing herein contained shall deprive Mortgagor of the right to contest either the necessity of any such condemnation or the value placed on the Premises therein.

9. **Acceleration/Default.** The entire Indebtedness, together with interest thereon, shall become due and payable, and this Mortgage subject to foreclosure at the option of Mortgagee without notice except as may be otherwise provided herein:

9.1. After default in the payment when due (whether by acceleration or otherwise), of any installment of principal of or interest on the Note or on the Indebtedness; or

9.2. Upon default in the observance of performance of any covenant or agreement of Mortgagor in this Mortgage or if Mortgagor shall default in the due performance or observance of any other obligation under any other mortgage, note, security agreement, loan agreement, lease, pledge agreement, assignment, security or other agreement, instrument or document heretofore or hereafter executed by Mortgagor and delivered to Mortgagee (collectively the "Loan Documents"); or

9.3. Upon the election by Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of the Note, this Mortgage or any of the Loan Documents; or

9.4. If Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of the Indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors; or

9.5. If any guaranty that now or hereafter secures payment of performance of all or any part of the Indebtedness shall be terminated or limited, for any reason, without the prior written consent of Mortgagee; or

9.6. If a voluntary, or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of any of the Indebtedness, then the entire Indebtedness shall automatically become immediately due and payable, without notice of demand; or

9.7. Upon default in the observance or performance of any of the obligations created by this Mortgage, or if any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor, in connection with the environmental condition of the Premises or to induce Mortgagee to extend credit to Mortgagor, proves to have been false in any material respect, or if an environmental condition occurs subsequent to the date of this Mortgage; and

Further, upon occurrence of any default described above, any agreement between Mortgagor and Mortgagee concerning release of any portion of the Premises or the consideration to be paid or payable for such release shall be null, void and of no further effect.

10. **Right of Entry.** Mortgagee and any persons authorized by Mortgagee shall have the right from time to time to appraise or to cause Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times.

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11. **Right to Sue.** That Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage, as the same becomes due, without regard to whether or not the principal sum secured or any other sums secured by this Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for default or defaults by Mortgagor existing at the time such earlier action was commenced.

12. **Remedies.** Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Mortgagor under the terms of this Mortgage or the Note, Mortgagee shall have the right, and is hereby authorized;

12.1. To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature of sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement;

12.2. To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefore shall be part of the Indebtedness and shall bear interest at the highest rate set forth in the Note;

12.3. To foreclose this Mortgage by action pursuant to applicable law; and

12.4. To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with 735 ILCS 5/15 as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution thereof.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

13. **Conduct of Sale.** That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as Mortgagee in its sole discretion may elect.

14. **Waiver of Rights.** Mortgagor or any other person hereafter obtaining a Mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead

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Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

15. **Successors.** If the ownership of the Premises, or any part thereof, becomes vested in a person other than Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage, and the debt hereby secured, in the same manner as with Mortgagor, without in any manner vitiating or discharging Mortgagor's liability hereunder or upon the debt hereby secured. Mortgagor shall at all times continue primarily liable on the Indebtedness until this Mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by Mortgagee.

16. **Due on Transfer or Sale.** Mortgagor(s) jointly and severally understand(s), agree(s) and expressly consent(s), that Mortgage hereby reserves and shall have the optional right to declare all sums secured by this Mortgage to be immediately due and payable, in the event Mortgagor without Mortgagee's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance (a) by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety; Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of Mortgagors or to any one or more of the parties to whom such mortgage, lien or encumbrance was granted or such interest was sold, transferred, assigned or conveyed, at any time within thirty (30) days after Mortgagee has received actual notice of the mortgage, lien or encumbrance or the sale, transfer, assignment or conveyance; and no one waiver by Mortgagee shall estop or bar an exercise of such optional right to accelerate by Mortgagee upon any subsequent mortgage, lien or encumbrance or the sale or sales, assignment or assignments, transfer or transfers or conveyance or conveyances.

17. **Insurance Proceeds.** In the event of a payment to Mortgagee, pursuant to the provisions hereof, of any rents or profits, or any proceeds of insurance or of proceeds of any condemnation or eminent domain award, or proceeds from any sale of the Premises at the foreclosure, Mortgagee shall have the right to apply such rents or profits or proceeds, in such amounts and in proportions as Mortgagee shall, in its sole discretion, determine, to the full or partial satisfaction of any or all of the Indebtedness and obligation of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.

18. **[Excluded]**

19. **Environmental.**

19.1. All covenants, warranties and representations from Mortgagor to Mortgagee in any Environmental Certificate executed by Mortgagor and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.

19.2 Mortgagor covenants not to encumber the property with any hazardous materials so long as Mortgagee's mortgage remains outstanding.

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19.3 Mortgagor shall comply with and ensure compliance by all tenants, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations, with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.

19.4 In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify Mortgagee and in no event later than twenty-four (24) hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.

19.5 If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, Mortgagor, at his own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition of substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of Mortgagee. Mortgagor shall provide Mortgagee with copies and verification of all reports concerning such investigations and other actions so taken.

19.6 If an environmental assessment has been conducted at Mortgagee's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the Note and any other Loan Documents or to receive the protection and indemnity contained herein. If at any time during the term of the Indebtedness, Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, Mortgagee shall have the right to require Mortgagor, at Mortgagor's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Until receipt of such evidence, Mortgagee shall not be required to make any advances of loans to Mortgagor. Mortgagee's exercise of its rights under this subparagraph shall in no way limit its other rights and remedies outlined herein and in the Note and any other Loan Documents.

19.7 Mortgagor shall provide Mortgagee with reasonable access to the Premises, Mortgagor's business records and Mortgagor's agents and employees for the purpose of confirming compliance with the provisions of this Mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting Mortgagee's security interest. Mortgagee shall be under no duty to exercise such access, the non-exercise of which shall in no way prejudice the rights of Mortgagee under Mortgage or otherwise.

19.8 Mortgagor has a continuing duty to notify Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of Mortgagor, contained in this Mortgage or in any Environmental Certificate delivered by Mortgagor to Mortgagee.

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19.9 Mortgagor agrees to indemnify, defend and hold harmless, Mortgagee against any and all claims, losses, costs, damages, liabilities, and expenses (including all reasonable attorneys' fees), asserted against or incurred by Mortgagee and directly or indirectly arising out of or attributable to Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by Mortgagor, or degradation of the environment in connection with the Premises, whether by Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.

19.10 All obligations and liabilities of Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure of deed given in lieu thereof, or any other exercise by Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against Mortgagee.

19.11 For purposes of this Mortgage, "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety, or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et. seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et. seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 299.601 et. seq.), the Illinois Environmental Protection Act, as amended (415 ILCS 5/1 et. seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7 et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

20. **Notices.** All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.

21. **Joint and Several Liability.** That if Mortgagor consists of more than one person, such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of Mortgagor contained herein. If Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.

22. **Successors and Assigns.** The terms, conditions and covenants contained herein shall bind, and the benefits advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto,

23. **Miscellaneous.**

23.1. Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the Premises. Any such release shall not impair or affect the



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validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.

## 23.2. Mortgagor

23.2.1. Waives notice of any advances or other extensions of credit included in the Indebtedness,

23.2.2. Waives any right to require Mortgagee to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefore before exercising its rights and remedies under this Mortgage, and

23.2.3. Agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person of the Indebtedness.

## 24. [Excluded]

25. **Attorneys' Fees.** If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title policy relating to title to the Premises, all such sums shall on notice and demand be paid by Mortgagor, together with interest thereon at the rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by the Mortgage and evidenced by the Note.

26. **Remedies Cumulative.** The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

27. **Merger.** This Mortgage cannot be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.

28. **Severability.** If any provision of this Mortgage shall be prohibited or unenforceable by any application of law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the unenforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.

29. **No Other Relationship.** Nothing contained in this Mortgage or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between Mortgagee and Mortgagor, or between Mortgagee and any other person and Mortgagee is not responsible in any way for the debts or

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obligations of Mortgagor or any other person. Nothing in this Agreement or its attachments makes Mortgagor a fiduciary for Mortgagor or any other person, or an owner or operator of the Premises.

30. **[Excluded]**

31. **Governing Law.** This Mortgage shall be governed by Illinois Law.

32. **Pronouns.** The pronouns and relative words herein used shall be read as if written in the singular, plural, feminine or neuter forms so as to appropriately refer to the party or parties designated.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

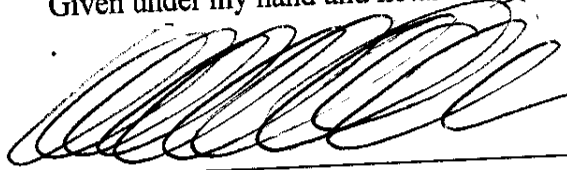
MORTGAGOR:

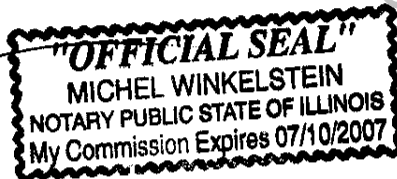
  
Walter T. Son

STATE OF ILLINOIS     )  
  ) ss:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Walter T. Son, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the use and purposes therein set forth.

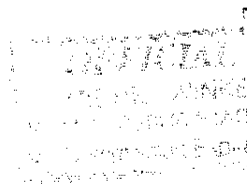
Given under my hand and notarial seal this 30<sup>th</sup> day of April, 2007

  
Notary Public



PREPARED BY AND RETURN TO:

Michel Winkelstein, Attorney at Law  
155 N. Michigan Avenue, Suite 733  
Chicago, IL 60601  
312-616-4450



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## EXHIBIT A

LOT 39 AND THE NORTH  $\frac{1}{2}$  OF LOT 38 IN BLOCK 5 IN NORTH PARK ADDITION TO CHICAGO A SUBDIVISION IN THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 5334 N. Kedzie Avenue, Chicago, IL 60625

P-I-N: 13-11-217-024-0000.

Property of Cook County Clerk's Office