FORMMO 100 COPY 0 8 85216608 MORTA GELL (LINE); For Use with Note Form No. 144

CAUTION Consolt a lawyer belore trong or acting under the form All warrantes, including inerchantability and litheas, are excluded.

| | #) #4 miles with the second section = 5.54 × 5 decreases 40 % 6 decreases 4 d | | |
|--|--|---|--|
| THIS INDENTURE, mac | Soptember 27 19 85 between | 19 | 18139 |
| Ung Ta4 Pa | ark and Sung Ah Park, his wife | | • |
| AOSA U. Dw. | tumond Chianon TT | | |
| (NO. AND S | immond, Chicago, IL TREET) Traggors, and John William Kolld and | | |
| | olle, his wife | | |
| | son, Palatine, IL | | |
| herein referred to as "Mor | rtgagee," witnesseth: | Above Space For Re | corder's Use Only |
| THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Seven thousand and 00/100 | | | |
| (5 7,000,00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 30t b _{day of} November | | | |
| of such appointment, there North | enal helinterestate made payable at such place as the holders of that the Mortgagee at Erickson — Paps proon, 17, 50062 | the note may, from time to time, in with the track 1625 Shermer Road | ling appoint, and in absence |
| NOW, THEREFOR and limitations of this moconsideration of the sum of Mortgagee, and the Mortgage and being in the | E, the Morga, as to secure the payment of the said principal sum- intgage, and the performance of the covenants and agreements he of One Dollar in the ideald, the receipt whereof is hereby acknowle gagee's successors and assigns, the following described Real Estate Llago of Polarino | of money and said interest in accordance or in contained, by the Mortgagors to dged, do by these presents CONVEY and all of their estate, right, title and in 200 k | te with the terms, provisions to be performed, and also in AND WARRANT unto the sterest therein, situate, lying ATE OF ILLINOIS, to wit: |
| | | | |
| | | | |
| C) | | | |
| | | | |
| S | ee Exhibit A Attached Rerets and Made | a Part Horeof. | |
| | | | |
| | | | |
| | | | |
| which, with the property h | nereinafter described, is referred to herein as the "premises," | | and and the first share and forces |
| - xingle units or centrally co | I improvements, tenements, easements, fixtures, and appurtunant nesses Mortgagors may be entitled thereto (which are pledged prin or articles now or horeafter therein or thereon used to supply heat outrolled), and ventilation, including (without restricting the fore values, stoves and water heaters. All of the foregoing are declared at all similar apparatus, equipment or articles hereafter placed in overs of the reol sector. | woned, screens, wholes shades, stori | n aoots and windows, Hoor |
| TO HAVE AND TO herein set forth, free from |) HOLD the premises unto the Mortgagee, and the Mortgagee's st all rights and benefits under and by virtue of the Homestead Exe- torsian be release and major. | mption Laws of the State of Minco 🔊 | purposes, and upon the uses hich said rights and benefits |
| This mortgage consis | ter is: Ung Tal Park and Sung Ah Park is of byo pages. The coverants, conditions and provisions appear | ing on page 2 (the reverse side of this) | an igage) are incorporated |
| Witness the band | re a part hereof and shelf be hinding on Mortgagors, their helfs, so and sgal — of Mortgagor due day and year first above written. | • | Q |
| PLEASE | Ung Tai Birk (Seal) | Sung of Park | / Seath |
| PRINT OR TYPE NAME(S) BELOW | | The title \$1.12.00 to the property of the special order order or the special order o | <u>o</u> |
| SIGNATURE(S) | (Seul) | | |
| State of Illinois, County o | f | I, the undersigned, a Notary Ping Tail Park and Sung A | ublic in and for said County the Park |
| мриков чель эцене | personally known to me to be the same person. 8 whose appeared before me this day in person, and acknowledged that the tree and voluntary act, for the uses and personal p | name $(\theta, \Delta P \theta)$,, subscribed to (t, V) . In (QY) signed, scaled and deliverposes therein set forth, including the | o the foregoing instrument, ered the said instrument as ie release and waiver of the |
| | official scale this 3.78 H. day of Sept 1985 | | |
| This instrument was prepa | med by Cynthia L. Jonson 1625 Shorm (NAME AND ADDRESS) | er Road, Northbrook, I | L 60062 |
| Mail this instrument to | Cynthia L. Jensen 1625 Shermer Rond, (NAME AND ADDRESS) (NAME AND ADDRESS) | Northbrook, IL 60062 | TETRICAL CONTRACTOR CO |
| 70. 70. | (CIIY) | (STATE) | (ZIP CODE) |
| MARIBOAN BARBARA | ICR ROS NO | | |

THE COVENANTS, CONTINUED FROSSION CENTRAL TO COPE OF THIS STATE OF THIS STATE OF THE STATE OF TH MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, testore 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 thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or tiens berein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or their secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgager may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors of assigns, against any liability increased by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time a Ue Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors hall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keer all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstor a 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 companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall (cliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein. Morigage may, but need not, make any payment or perform any act herembefore required of Morigagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encompositions, if any, and purchase, discharge, congression or settle any tax lien or other prior lien or title or claim thereof, or referem from any tax sale or forfeiture affecting said premises of contest any lax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Morigagee to protect the morigaged premises and the lien hereof, stall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Morigagee shall never be considered as a waiver of any right accruing to the Morigagee on account of any default hereunder on the part of the Morigagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any till, statement or estimate procured from the appropriate public office without juquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and willout notice to Mortgago's, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, b come due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there so allow allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by error behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of tide, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to tide as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pu such to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this part graph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the linest rate more perimitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and built-properties, to which the Mortgagee shall be n party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such 7 gay to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as an mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional or that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for the any overplus to Mortgagous, their beirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without could be solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such active shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times where Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, prosession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his bands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or uther lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all teasonable times and access thereto shall be permitted for that purpose.

661

- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or clease, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under of through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

EXHIBIT A

Lot 50 in Block 8 in Winston Park North West Unit No. 1 being a subdivision in Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois, or July 30, 1937 as Document 16972096 in Cook County, Illinois.

Subject to r_{i0} general taxes for 1984 and subsequent years; building lines of record, building and zening ordinances, public utility easements, covenants and restrictions of record as to use and occupancy, if any.

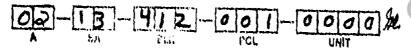
Also subject to: Mortgage dated March 4, 1983 and recorded March 8, 1983 as Document 26528205, made by John W. Kolle, a married person, to First Western Mortgage Corporation, to secure a note for \$75,500.00.

Assignment of Mortgage made by first Western Mortgage Corporation to Lincoln Service Corporation dated March 14, 1983 and recorded August 26, 1983 as Document 26751365 regarding the Mortgage recorded as Document 26528205.

Assignment of Mortgage made by first Western Mortgage Corporation to Lincoln Service Corporation dated March 14, 1983 and recorded August 26, 1983 as Document 26751366 regarding the Mortage recorded as Document 26528205.

Assignment made by Lincoln Service Corporation to The New York Guardian Mortgage Corporation dated September 1, 1984 and recorded October 12, 1984 as Document 27292461 regarding the Mortgage recorded at Document 26528205 as previously assigned by Assignment of Mortgage recorded as Document 26751366.

PROPERTY INDEX NUMBERS



DEPT-01 RECORDING 10/02/85 13:53:00 #12.25 #15.25

85-21-5608