

UNOFFICIAL COPY

11. "Lienholder" means all obligations of Mortgagee to Mortgagee for payment of any and all amounts due under the Note and of any indebtedness, or...

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, gift deed, or any other conveyance of any kind,...

9. Upon Default, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all...

8. Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Mortgagee may do so according to any law,...

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act provided or required on any encumbrances...

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured by fire, lightning, windstorm and such other hazards as may from time to time be designated by Mortgagee...

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to every other remedy...

4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use...

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all assignments of all or any portion of the Premises, together with assignments...

2. Mortgagee shall pay, when due and before any penalty attaches, all taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges...

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed...

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois...

Further, Mortgagee does hereby assign and assign to Mortgagee, all the rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security...

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, Mortgagee does by these presents CONVEY, MORTGAGE and WARRANT unto Mortgagee and Mortgagee's successors and assigns, all of Mortgagee's estate, right, title and interest in the real estate situated...

of the final installment or upon Default under the Note or this Mortgage. The amount of the Note remaining from time to time unpaid shall be increased to the per annum rate of 14.50% after the due date...

annum rate of 10.50% payable Monthly on the principal balance of the Note remaining from time to time unpaid, interest on the principal thereafter, and a final installment of the balance of unpaid principal and interest on October 20, 1996, with interest at the per cent (including interest beginning December 20, 1986 and continuing on the same day of each month) (review) each.

Mortgagee has executed an installment Note dated as of the date of this Mortgage, payable to the order of this Mortgage, in the principal amount of \$ 55,000.00. The note is payable in 120 (monthly) (quarterly) (installments) of \$ 742.15 each.

THIS MORTGAGE is dated as of October 30, 1986, and is between Chuan Keung Hui and Kay Kook Hui, his wife (Mortgagee) and LAKEVIEW BANK, an Illinois Banking Corporation, 2258 South Martin Luther King Drive, Chicago, Illinois 60616 (Mortgagee).

WITNESSETH: Unit M; 2338 South Canal Street Chicago, Illinois TAX ID#--1728-7097

NOV 05 1986 70-85-40 DF 0411

86516598

120

UNOFFICIAL COPY

2268 MARLIN LUTHER KING JR. CHICAGO, ILLINOIS 60618
LAKESIDE BANK

2268 MARLIN LUTHER KING JR. CHICAGO, ILLINOIS 60618
LAKESIDE BANK

MAIL TO: SCAN J. BOCHNOWSKI
LAKESIDE BANK 2268 SOUTH KING DRIVE
CHICAGO, ILLINOIS 60618

Scan J. Bochnowski
LAKESIDE BANK 2268 SOUTH KING DRIVE
CHICAGO, ILLINOIS 60618

This instrument was prepared by:

Given under my hand and notarial seal this 30th day of October 1986
I, Arlene Scilliman, Notary Public, do hereby certify that the foregoing instrument, subscribed to by the same person as personally known to me to be the same person as Chun Keung Hui and Sau Kook Hui, his wife, signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Chun Keung Hui and Sau Kook Hui, his wife
personally known to me to be the same person as

Chun Keung Hui and Sau Kook Hui, his wife
in the State aforesaid, DO HEREBY CERTIFY THAT

Arlene Scilliman, a Notary Public in and for and residing in said County, Illinois, County of Cook, State of Illinois, filed for recording this instrument on 1986 NOV - 3 PM 2:55

Chun Keung Hui
Sau Kook Hui

WITNESS the hand and seal of Mortgagor the date and year set forth above.

21. Mortgagor has the right to prepay the Note in whole or in part at any time, with or without penalty or premium. Insurance premiums when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the

Paragraph 19 of this Mortgage. Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefor, divided by the number of months (quarters) to elapse before one month prior to the date of the first tax and assessment deposit hereinafter mentioned. The deposits are to be held in trust without interest for the purpose of paying the

18. This Mortgage and all persons hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgage" includes the successors and assigns of Mortgagee.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law under the Note.

15. Upon, or at any time after the filing of a bill to foreclosure this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the source of the receiver or in any other manner. The receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in addition, to collect the rents, issues and profits of the Premises during the period of redemption, whether there be redemption or not, as well as during any further times when

14. The proceeds of any foreclosure sale 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 the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities; third, any surplus to Mortgagee or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of the Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the decree of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert certificates, and similar data and expenses with respect to the sale of the property, including the cost of preparing and recording the mortgage, and all other expenses and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, and interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of a suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security

86516598

Property

UNOFFICIAL COPY

8 6 5 1 6 5 9 8

Attached to and forming a part of a Mortgage dated October 30, 1986
between Chun Keung Hui and Sau Kook Hui, His Wife and Lakeside Bank

" Exhibit A"

Parcel "M"

All that part of a tract of land described as Lots 1, 2 and 3 in Block 8 in South Branch addition to Chicago in Section 28, Township 39 North, Range 14 East of the Third Principal Meridian, lying South of the North 62.80 feet of said tract and lying East of a line drawn at right angles to the South line of said tract from a point on said South line 25.81 feet East of the South West corner of said tract and west of a line drawn at right angles to the South line of said tract from a point on said South line 45.81 feet East of the South West corner of said tract, all in Cook County, Illinois.

Common Address: 2338 South Canal
Unit M
Chicago, Illinois

Permanent Tax ID# 17-28-109-002

RETURN TO
LAKESIDE BANK
2268 SOUTH KING DRIVE
CHICAGO, IL 60616

86516598

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RETURN TO
LAKE SIDE BANK
2268 SOUTH KING DRIVE
CHICAGO, IL 60616

2025 11 13 10:00 AM