# UNOFFICIAL, COPY,

#### MORTGAGE

THIS	INDENTURE, mad	le December	26, 1986,	between _	Henry K. Chen.	a bachelor
BANK doing	OF CHICAGO, a	banking corporationicago, Illinois,	n organized un	der the la	red to as "Mor ws of the Stat to as "Mortgag	e of Illinois,
		d.	WITNESSETH			
Morte	red Business No gagee and by whi	Hortgagors are justice, of even date ich Note Mortgagor Chicago, Illinois Three Hundred and	herewith exe s promise to p	cuted by ay to the	Mortgagors and order of Mortg	delivered to agee on demand
balar varia Mortg and comme	.300.00 nce from time to able rate there, gagee such rate with interest ercial rate (her	Dollars, togethe cline unpaid at after of 2.5 to be changed on after maturity at ain referred to a a, all interest sh	r with interes the initial rat _% per annum a the day or days : a variable s "After Maturi	t thereon te of10 bove the p s said prin rate of tty Rate").	from date on .0 % per am rime commercial r 4.5 % abo	the principal num and at the l rate of this ate is changed ve said primo
and oblig to be Note or un or h Mortg continged industrial	terms and the trenewals thereof gations, indebte ecome due from to the Assted, incurred, of the angular any other ingent, together emonts made by btedness incurred	the Mortgagers to erms, provisions of and for the independent of the Mortgagors or ignee of the Morvidenced, acquire and trument, obligations trument, obtains and whether with interest are and between the property of arrising by the erms.	and limitations ther purpose of any and any of them to training, we tion, contract to between the direct, and charges as arties herein, casen of the g	of this of socuring the work kin the Mortgo the term whether unc or agreeme e Mortgogo trect, pri ovided in and inclu-	Mortgage, and a the payment of now or herea of this mortgaler the Note or any of imary, secondary and Note and ding all pressoon Mortgages by	all extensions of any and all fter owing and holder of said age, howsoever this mortgage every kind now them and the ry, fixed or I in any other Mortgagors or
Morts	gagee, and of pr to third parti	ceant and future os and assigned lone of any of the	indobtedness of anid third	iginully c parties ()	wing by Mortga Mortgagee, an	gors or any of d any and all
agrac	oments herein ec	ontained, by the boand paid, the re	ortgagora to b	a porforme	ni cais bhs in	consideration

Lot 15 in Block 3 in Lyford and Mann's Addition to Cragin in the Southeast 1/4 of section 33, Township 40 North, Rango 13, Sect of the Third Principal Moridian in Cook County, Illinoia.

presents mortgage and warrant to the Mortgagee, its successors and assigns, the following

P.I.N. 13-33-407-006-0000, Vol. 369 H-7-0

described Real Estate in the County of Illinois, to wit:

DEPT-01 RECORDING TRAN 0198 Commonly known not 4869 W. Homor Avenue, Chiengo, IL 606 33177 # 15 20-017 - 576509 COOK COUNTY REGISTIONS

which, with the property hereinafter described, is referred to herein as the "premises";

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all

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such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors, shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and

benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of 6 pages. The covenants, conditions and provisions listed below among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the casts of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of inturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those clairing through them.

In the event Mortgagore sell or convey the premises, or if the title thereto or any interest legal or equitable therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, or if Mortgagors is a trust in persons other than Mortgagors's beneficiaries, Mortgagee shall have the option of declaring immediately due and payable all unpaid balances on the Note and enforcing the provision of this mortgage with respect theretounless prior to such sale or conveyance Mortgagee shall have consented thereto in writing in the prospective purchasers or grantees shall have executed a written agreement in form settefactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

COVENANTS, CONDITIONS AND PROVISIONS:

l. Mortgagors covenant and agree (17 To pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire and much other hereafters as the Moreover may require to be insured against damage by fire, and such other hazards as the Morz, agee may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the lortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Hortgagee; and in case of foreclosure sale payable to the owner of the certificate of sile, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagors agree to sign, upon demand, all receipts, vouchers and releases required of them to be signed by the Mortgagee for such purpose; and the Mortgages is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on main premises not to diminish nor impair its value by any act or omission to act; (7) To doubly with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon

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said premises, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon

- is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagee pursuant to its written commitment; and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

  2. In addition to any monthly payments of principal and interest payable under the terms of the Note and the discretion of Mortgagee, the Mortgagors agree to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire a lightning. If, however, payments made hereunder for taxes, special damage by fire of lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagors shall pay the necessary amount to make up the deficiency. If amount collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagora.
- 3. Mortgagors agree that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of the lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable accorney's fees so incorred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien including reasonably estimated amounts to conclude the transaction, shall be added to and or a part of the debt hereby secured. All such amounts shall be payable by the Mortgagors to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the After Maturity Rate.
- 4. In case of default therein, Mortgages may, but need not, make any payment or perform any act herein required of Mortgagors in .p. form and manner deemed expedient, and may, but need not, make full or partial payment, of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tox sale or forfeiture affecting said premises or contest any tax or assessment. All moreys 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 Mortgager in its discretion to protect the premises and the lien hereof, shall be so much additional inabtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the After Maturity Rate. Inaction of Mortgagee shall never be compidered as a waiver of any right accruing to it on account of any default hereunded on the part of the Mortgagors.
- 5. Mortgagee making any payment hereby authorized relating to two or assessments, may do so according to any bill statement or estimate procured from the appropriate he accuracy of such bill, statement a estimate or ment, sale, forfeiture, tax lien or title or claim public office without inquiry int into the validity of any tax, as: thereof.
- At the option of the Mortgagee and without demand upon or notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. In the event that Mortgagora or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagors' assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing their inability to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (e) file an unawar admitting the material allagations of a petition filed against Mortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of effecting any of the foregoing, or (g) any order, Judgment or decree shall be entered upon an application of a creditor of the Mortgagors by a court of competent jurisdiction approving a patition sacking appointment of a receiver or trustee of all or a substantial part of the Mortgagors' assots and such order, judgment or ducree

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shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all money secured hereby had matured prior to its institution. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lien or claim, the Morgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclosure this Mortgage.

8. When the indebtedness hereby secured shall become due whether by demand, acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale 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 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 abstraces of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be and pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the After Maturity Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which hortgagee whall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof wiether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priorary: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagors, their heire, legal representatives or assigns, as

their rights may appear.

10. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or who there the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver 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 on not, as well as during any further times when 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 (including insulated and repairs), possession, 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 met income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other 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.

11. The Hortgagora will not at any time insist upon, or plead, or in any manner whatsoaver claim or take any benefit or advantage of, any stay or extension or moratorium of any exemption from execution or sale of the premises or any part thereof, wherever cancted, now or at any time hereafter enforced, which may affect the terms and covenants for the performance of this Hortgage, not claim, take, or insist upon any benefit or codamantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made. Court of competent jurisdiction; and the Mortgagors bareby expressly valve all benefit or court of competent jurisdiction; and the Mortgagors hereby expressly waive all benefit or ndvantage of any such law or laws, and covenant not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or unacted. The Mortgagors, for itself or themselves and all who may claim under it or them,

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waive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgages is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all comdemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to medge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or After foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or ereir said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed ad is ble, and in general exercise all powers ordinarily incident to absolute ownership, edvence or borrow money necessary for any purpose herein stated to secure which a lien is bereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the attressaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagors agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagors any surplus income in its hands. The possession of derigaged may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued. Then until the expiration of the statutory period during which it may be issued. Mortgaged shall, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being or are to be crected or placed on the premises (that is, if this is a construction load mortgage) and if Mortgagors do not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagors on demand, with interest at the After Maturity Rate. In the event Mortgages shall elect to complete construction, Mortgages shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

16. A reconveyance of said premises shall be made by the Mortgagor to the Mortgagors.

full payment of the indebtedness aforesaid, the performance of the covenants and

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agreements herein made by the Mortgagors, and the payment of the reasonable fees of said

Mortgagee.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, a nd the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part therof, whether or not such persons shall have executed the Note or this Mortgage; and

18. In the event this instrument is executed by only one person or entity all terms

as used herein shall be understood and applied as if in their singular forms.

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(SEAL	)(SEAL)
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STATE OF ILLINOIS ) I, Lorns	Betances , A Notary Public in and for said County, in the State aforesaid, DO HEREBY
and )SS and residing in COUNTY OF Cook ) CERTIFY THAT	Henry K. Chen
who	is personally known to me to be the same
person whose name is subscribed to the for	regoing Instrument, appeared before me this day ed, sealed and delivered the said Instrument as
his free and voluntary act. for the u	ises and purposes therein set forth, including
the release and waiver of all rights under	any homestead, exemption and valuation laws.
GIVEN under my hand and Notarial Seil	this 26th day of December , A.D. 1986.
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	My Commission Expires June 27, Northry Public
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Mail to: BANK OF CHICAGO	FOR RECORDERS INDEX PURPOSES INSERT STREET
1050 W. WILSON AVE. CHICAGO, IL 60640	ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 4869 W. Homer Avenue
	Chicago, IL 60639
	7/1,
Cavisad 11/85	THIS DOCUMENT PREPARED BY:
Pavisad 11/85	Lorna Betances Bank of Chicago, 1050 Wilson Avenue
5	Chicago, Illinois 60640