GAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the selfer of this form makes any werrenty with respect thereto, including any warranty of merchantability or filness for a particular purpose. September 17 88438974 THIS INDENTURE, made ___ Hong Soo Kim and Dong Hee Kim, 6024 N. Richmond, Chicago, Illinois 60659
(NO AND STREET) (CITY) (STATE) DEPT-01 \$12.25 T#1111 TRAM 7159 09/23/88 14:50:00 herein referred to as "Mortgagors," 17429 # A X-88-438974 Mayfair Bank COOK COUNTY RECORDER 6300 N. Pulaski, Chicago, Illinois (NO AND STREET) (CITY) Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth: The support of the control of the control of the control of the Mortgages, in unit by which note the Mortgagers promise to pay the said principal support in the control of sum and interest at the rate a (1) installments as provided in said note, with a final payment of the balance due on the _____ day of _ NOW, THEREFORE, the Mortgo of so secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the 'er' ormance of the covenants and agreements herein contained; by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in him donald, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successor, and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying City of Chicago ___, COUNTY OF ___COOK _ AND STATE OF ILLINOIS, to wit: and being in the .. Lot 2 in Block 4 in Nixon & Prassas Lincoln and Peterson Avenue Addition to North Edgewater, in Northwest Quarter (NW1/4) of Section 1, Township 40 North, Range 13, East of the Third. Meridian, according to the plat filed in the Pagistran's Office of Cook County, Illinois, on June 19, 1917 as Document No. 74453. which, with the property hereinafter described, is referred to herein as the "premises Permanent Real Estate Index Number(s)13-01-127-023-0000 Address(es) of Real Estate: 6024 N. Richmond, Chicago, Illinois 60659 TOGETHER with all improvements, tenements, ensements, fixtures, and appurtenances thereto belong and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a profit 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 condition in , water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, win low hades, storm doors and windows, floor ecoverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real as an exheliter physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAME AND TO HAME premises and other premises and the Management of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, lorever for the purposes, and upon the uses 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. The name of a record owner is: Hong Soo Kim and Dong Hee Kim, his wife This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this n ortgage) are incorporated herein ty reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand . . . and seal . . . of Mortgagors the day and year first above written. Hong PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) State of Illinois, County of Cook 1, the undersigned, a Notary Public in and for said County Dong Hee Kim

SEAL SUNG JIN PRENNING the the same person S whose name S subscribed to the foregoing instrument.

HIGHERY PUBLIC. STATE IN THE TONG SOO KIM and

SEAL SUNG JIN PRENNING the the same person of the same pe 19_88 September .day of . Given under my hand and official seal, this Commission expires . Notary Public Chicago, This instrument was propered by S Sung `a⁄t-KANNATAAttorney at Law, SNOTHER Jin 2335 W. Devon #12/ 60659 Mail this instrument to (NAME AND ADDRESS) 60659 Chidago~ Illinois (CITY) (STATE) (ZIP CODE) OR RECORDER'S OFFICE BOX NO.....

- 1. Mortgagors shall (1) promptly repair, restore 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.
- 2.2 Mortgagors shall pay before any penalty attoches 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 liens herein required to be paid by Mortgagors of changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage of the mortgage of the payment of 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 auch event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or relations to 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 Mortgagee 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 Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such that is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be previded in said note.
- 6. Mortgagors shall buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind or n under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repaining 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 the deliver 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, Mc magee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient; and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, on promise or settle any tax sien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said prim set or contest any tax 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 Mortgagee to protect the mortgaged premises and the lien hereo, so all 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 Mortgagee shall never be considered as a waiver of any right accroing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby as berized relating to tixes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien c. /tle 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 Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or on, 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 whiche by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there is as all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, 'utilication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract. It is title, title searches, and examinations, title insurance 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 har pur uant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragrey mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon is the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate for any any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such light 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 incurred.
- 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 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 lote fourth, any overplus to Mortgagors, their heirs, 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 swin complaint 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 whether the same shall be then occupied as a homestead or not, and the Mortgagore 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 destriction, during the full statutory period of redemption, whether there be redemption or 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, 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 net income in his hands 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 other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure while; (2) the deficiency in case of a sale and deficiency.
- 13. 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 hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgages 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 release, 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 then 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 or 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.