UNOFFICIAL OF 9Y4-940

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	hereinafter referred to as "Mortgagor") ar Schaumburg, Illinois (hereinafter referred to	d FIRST BANK OF SCHAUMBURG as "Mortgagee")	3, an Illinois banking corporation.		ife
	WHEREAS, Mortgagor is indebted to the	Mortgagee in the principal sum of 🖺	* Thirty-five thousar	nd and 00/100****	
), which indebtedness is evid			
þ	XX(hereinafter referred to as the "N	ote"), which Note provides for paym	ent of the indebtedness as set forth	therein.	
o a	NOW, THEREFORE, Mortgagor, to secure if all other sums with interest thereon advan greements of the Mortgagor hardin contem	ced in accordance herewith to profes ed the Mortgagor does hereby mortg	of the security of this Mortgage, and	the performance of the convenants and	
lo	ocated in the County of COOK . State	of Illinois			
	SE	E EXHIBIT "A" ATTACHED HERET	O AND MADE A PART HEREOF		
	Which real estate has the address of	1746 Prestwick Drive		**	
it 5	the "Premises"		and which, with the propert	ly herein described, is referred to herein	
m ad	TOGETHER with all the improvements now meral, oil and gas rights and profits, wate difficions thereto, shall be deemed to be and in asehold estate if this Monage is on a feas	r tights, and all fixtures now or hete emain a part of the property covered	pafter attached to the property, all by this Morigage and all of the foreg	of which including replacements and	
th: de	Mortgagor convenar is u.v. Atortgagor is la e Premises is unencumber it and the Mortgo- clarations, easuments of restrictions had emises	jagor will warrant and defend genera	ally the title to the Premises against	all claims and demands, subject to any	
	70	IT IS FURTHER UNDER	RSTOOD THAT.		
No	1 Mortgagor shall promptly pay when obe and the principal of and interest on a c	ue the principal of and interest on the future advances secured by this Mi	e indebtedness evidenced by the Ni ortgage	ote, and late charges as provided in the	00
	2 In addition, the Mortgagor shall				(\cdot)
		build any improvement now or here			(2)
	(b) Pay immediately when due ar taxes and charges against the property charges to be applied thereto provided with the original or duplicate receipts it this requirement.	: includrig those heretofore due, (th fisaid paymer, are actually made u	e monthly payments provided in the nder the terms of said Note), and to	furnish the Mortgagee, upon request,	05656598
77.67.7	bazards as the Mortgagee may reasonably to pay the cost of replacing or replacing the form as shall be satisfactors to the Mortgages may be possed as according additional and macraic elegaters as according additional and promote to the development of the Mortgagee as promote to the development of the promote of the prom	require to be insuler, equinst under policionarie or to pay in full the incabledness ger until suid indebte the situity pad renewal policies shall be dilivered to an its interest may appear, and in completand little cepts, you hers and collection as shall over produte of the article of the collection of the collection. Notwithstanding as in the collection of the collection.	cies providing for payment by the insule secured hereby, in such companies the or in the case of foreclosure, until exid kept by the Mertgagee and shall cont loss under such policies, the Mortgage is required of him by the insurance con toxcusa the Mortgagor from making all mance carrier and the Mortgagee. The ys before such insurance shall expire by go to the contrary, all insurance proci-	rough such agents or brokers and in such piration of the period of redemption; such ian a clause satisfactory to the Mortgagee e is authorized to adjust, collect and com- piganies, application by the Mortgagee of monthly payments until the indebtedness Mortgagne may make proof of loss it not All policies shall provide further that the	
Ý	(d) Complete within a reasonable	time any buildings or improvement	s now or it any time in process of	erection upon said property.	
	the: Subject to the provisions here for other cascatty so as to be of all as the insurance proceeds are made availabilities. As a substantial of the estimal swith satisfactory e., dence of the estimal sworn statements and other evidence of represented by completed and in place the work shall exceed ninely percent of proceeds remaining in the hands of the the cost of rebuilding, repaining or rests approve plans and specifications of such payment of such costs of building or repaid to any part, entitled thereta without	ist equal value and substantially the tiple for retunibing and restoration, as tiple for retunibing and restoration, as tiple for soft and work and that diab work and that said work is free and c 90% of the value of the work perfordisbursing party shall be at least sufficiently the buildings and improvement howork before such work shall be constoring shall at the option of the more	same the "cler as prior to such dam ch proceeds shr "ch disbursed upo pith architects" ertificates, wa(vers o ursing party c. n verify that the and loar of mechanics is or laims. No pa med from time to find ind at all the crent to pay for the cost of complete so can reasonably exceed the sum of imenced. Any surplus who is compain	in the disbursing party being furnished filen, contractors and subcontractors ounts disbursed from time to time are syment prior to the final completion of mes the undisbursed balance of such on of the work free and clear of filens. If it \$50,000.00, then the Mortgagee shall its out of said insurance proceeds after	
	subordinated to the bun hereof		,	ner lian or claim of lien not expressly	
	(g) Not suffer or permit any unlaw act	ful use of or any nursance to exist on:	said Preinises nor to diminish nor im	ip sir i.s. alue by any act or omission to	
		of law or municipal ordinances with			
		ions of that certain Mortgage dated		77 rom Yeong H. Kim &S	Seon
ım,	hiss Mortgagor in favor of SChaume Recorder of COOK	urg State Bank County Minois on January	4 as Mortgagee, which Mo	ortgage was recorded in the office of the ontine 24270766	

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder constitute a default hereunder on account of which the holder constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness. evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

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- 4. In the case of a favore to perform any of the covenanis herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgager's behalf everything so covenanted, the Mortgagee may also do any act it may deem necessary to protect the lien hieror, and the Mortgager will repay upon demand any monies paid or disbursed, including reasonable afformeys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highost rate for which it is then lawful to contract shall become so much additional independences hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, ancumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal fiability because of anything she may do or omit to do hereunder nor shall any acts of the Mortgagee screed by this Mortgage or to proceed to foreclose this Mortgage Mortgage
- 5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date or having been advances shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.
- 6. The is of the essence fereof, and if default be made in pairformance of any convenant herein contained or contained in the Note or in making any payment under said. Note or obligations if any extension or renewal thereof, or proceedings be instituted to enforce any other lies or charge upon any of the Premises, or upon the filing of a proceeding in bankruptly by or against the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abondons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance Laces captain a provenents parchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, and any or state access, any Mortgagor is thereby authorized and empowered, at its option, and without affectiong the lies hereby created or the priority of said fren any right of the Mortgagor hereunder to declare without notice all suits secured hereby immediately due and payable, whether or not such default be remoded by Mortgagor, and apply toward the payment of said mortgagor may be made of the Premises increase without the offering of the asyeral parts separately.

7. Upon the commencement of an if the barrent checking never the court in which such thin if it is may at any time, either before or after sale, and without notice to the Mortgagor, or my bat the emingtured limited and without right of the following of the Mortgagor or the line value of said Pramises or whether the same shall then be occupied by the dyne of the cuity by teden in the same shall then be occupied by the dyne of the cuity by teden in the same shall then be occupied by the dyne of the cuity by teden in the same shall then be occupied by the dyne of the cuity of the cuity of the cuity of the dyne of the cuity of th 8. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Mortgages to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgages shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest. Any forebearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or
preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other flens or charges by the Mortgagee shall not
be a waiver of the Mortgagee's right to accelerate the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively. 11. The covenants for lained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several. 12. Except to the extenting notice shall be required under applicable taw to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified real addressed to Mortgagor at 1/46 Prestwick Drive, Palatine, II. , or at such other address as Mortgagor may designate by little to the Mortgagee as provided herein and any notice to the Mortgagee shall be given by certified mail, return receipt requested to the Mortgagee's address suited herein or to such other address as the Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or the Mortgagee when given in the manner designated herein. 13. Upon payment of all sums sectified by this Mortgage, the Mortgage shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation recessary to release this Mortgage. 14. Mortgagor assigns to the Mortgagor 2 and authorizes the Mortgagoe to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, exply any such award to amounts due hereunder, or for restoration of the Premises. 15. Mortgagor shall not and will not apply to the avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called pratorium laws, now existing or hereafter enacter, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the "moratorium laws benefit of such laws 16. Mortgages shall have the right to inspect the P emisus at all reasonable times and access thereto shall be permitted for that purpose 17. Mortgagor will at all times deliver to the Mortgagee cuplicate originals or certified copies of all leases, agreements and documents relating to the Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose 18. Mortgagee in making any payment hereby authorized: (a) relisting to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accurruly of such bill, statement or estimate or into the validity of any tax, assessment, sale, forefeiture, tax lien or title or claim thereof; or (b) for the purchase, disr nargill, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted 19. No construction shall be commenced upon the land hereinbefore its tribed or upon any adjoining land at any time owned or controlled by Mortgagor or by other business entities related to Mortgagor, unless the plant for specifications for such construction shall have been submitted to and approved in writing by Mortgagee to the end that such construction shall not, in the reasonable judgment of the Mortgagee, entail prejudice to the loan evidenced by the Note and this Mortgage. 20. The Mortgagor will pay all utility charges incurred in connection with the premises and all improvements thereof and maintain all utility services now or hereafter available for use at the premises 21. If the Premises are now or hereafter located in an area which has been identified by the "Suretary of Housing and Urban Development as a flood hazard area of in which flood insurance has been made available under the National Flood insurance Act of 1968 ("It = Cot"), the Mortgagor will keep the Premises covered for the model the Note by flood insurance up to the maximum limit of coverage available under the Act. December 22 1977 from Yeong 22. This mortgage is subject and subordinate to that certain Mortgage dated. H. Kim & Seon H. Kim, his wife as Mortgagor, in lavor of Schaumburg State Cank as Mortgagee, which Mortgage was recorded in the Office of the Recorder of as document no. 24270766 An event of default under Cook county tilingia on January 4 An event of default under the terms of the storesaid M page, or under any mortgage aubordinate hereto shall be an event of default hereunder 23. This Mortgage shall be governed by the law of the State of Illinois. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. 24. In the event of a deficiency upon a sale of the Premises pledged hereunder by Mortgages, then the Mortgages and less which may be incurred by the holder of the Note secured by this Mortgage in enforcing any of the terms and provisions of this Mortgage 25. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of this perfect, and the word "Mortgagor" thatil include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtness or any part the or, whether or not such persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders. Jean H. Kin Leen Yeong H. Kim STATE OF ILLINOIS) COUNTY OF MCH.en a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Yeony H Kim + Seon H Kim , who are personally known to me to be the same persons whose names are subscibed to the foregoing instrument appeared before me this day, in person, and acknowledged that they signed and delivered the said instruments as their own free and voluntary act as aforesaid, for the uses and purposes therein set fourth. GIVEN under my hand and notarial seal this en R. Eule "OFFICIAL SEAL" KALIB A DILL Notary Pally Scale of Phoon MARINOZAMIEN FIRST BANK ES STEEDENING

VICE PRESIDENT

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J. Liv Commission 24 2 (2,3), 21

This instrument was prepared by:

Form 85-509 Banktorms Inc.

UNOFFICIAL COPY ,

EXHIBIT: "A"

TOT 23 IN ARTHUR T. MUINICEL AND COMPANY'S PHEASANT HILLS OF INMERNESS A SUBDIVISION OF PARIS OF SECTION 20 AND SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIP'S, PERIDIAN RECORDED DECEMBER 22, 1967 AS DOCUMENT NO. 20362098 IN COCK COLNIY, III.INDIS.

Rewaden Please Note:

Common street Address 1, 1746 PRESTWICK Drive

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413.25 743333 19AM 0431 07/12/08 12:29:00

\$2156 \$ C > 288-304940 COUK COUNTY REYORDER

88304340

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Property or Cook County Clerk's Office First Bank of Schauslung 321 W Solf Rd. Schaumlung St 60196