

9 0 4 5 590455094

RETURN TO: Lakeside Bank
Attn: S. J. Bochnowski
2268 S. King Drive
Chicago, Illinois 60616
Box 219

Property Address:
Units 39 & 40, 2824 S. Wentworth Ave.
Chicago, IL 60616

P.I.N. #17-28-418-024

SUBJECT REAL ESTATE IS NOT HOMESTEAD PROPERTY

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE To Secure a Loan From LAKESIDE BANK

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is September 13, 1990, and the parties and their mailing addresses are the following:

MORTGAGOR:

LEUNG YUEN
8512 N. WASHTENAW AVE.
CHICAGO, IL 60645
Social Security # 327-70-1828
husband of Nga-Kuen Yan Yuen

NGA-KUEN YAN YUEN
8512 N. WASHTENAW AVE.
CHICAGO, IL 60645
Social Security # 327-70-2833
wife of Leung Yuen

BANK:

LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd. Suite 1212
Chicago, Illinois 60604
Tax I.D. # 36-2583514
(as Mortgagee)

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2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. a promissory note, No. 3321 (Note) dated September 13, 1990, and executed by LEUNG YUEN and NGA KUEN YAN YUEN (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$60,000.00, and all extensions, renewals, modifications or substitutions thereof.
- B. all future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in Subparagraph D of this paragraph whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. all other obligations, now existing or hereafter arising, by Bank to Borrower to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$120,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

Loan No: 3321
YUEN, L & N

Note Amount: \$60,000.00

09/13/90

Mortgage

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Initials
PAGE 1

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

ABRAHAM LINCOLN
JANUARY 18, 1863

ABRAHAM LINCOLN
JANUARY 18, 1863

ABRAHAM LINCOLN
JANUARY 18, 1863

STATE OF ILLINOIS
COUNTY OF COOK

Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choate

9. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell, of the property or any portion thereof, by Mortgagee.

8. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter.

7. EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are: A. Failure by any person obligated on the Obligations to make a payment when due thereunder; B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations.

6. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: THIS PROPERTY IS SUBJECT TO A PRIOR MORTGAGE. Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof.

5. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from September 13, 1990, on the unpaid principal balance at the rate of 11.5% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note.

4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note) according to its express terms and the obligations in the Mortgage, Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK COUNTY, ILLINOIS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water block, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property.

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19. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private provided and shall be secured by that lien.
18. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limiting the generally thereof, filing fees, storage/transfer fees, witness fees, costs of publication, costs of procuring abstracts of title, Torrens certificates, foreclosure minutes, title insurance policies, reasonable attorneys' fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein.
17. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgagee or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, involuntary, housing or environmental code or law enforcement, or arrangements involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such arrangements, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.
16. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.
15. SPECIAL INDEMNIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees, cost and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any known or material misrepresentation or material breach of warranty by Mortgagee; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and bottom, and any private suits or court injunctions.
14. CONDITION OF PROPERTY. As to the Property, Mortgagee shall:
- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
 - B. refrain from the commission or allowance of any act of waste, removal, demolition, or impairment of the value of the Property or improvements thereon;
 - C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;
 - D. not permit the Property to become subject to or contaminated by or with waste;
 - E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.
- To the best of Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee makes this affirmative warranty fully intending Bank to rely upon it in extending the loan to Borrower.
13. WASTE. Mortgagee shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
12. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" which shall name and endorse Bank as mortgagee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.
11. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s).
10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagee hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

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PROPERTY

Initials
M K M

Note Amount: \$90,000.00
Mortgage
09/13/80
C.D. JOY'S FOLLY LENDING PROVISIONS

convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

I. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for executed contemporaneously, or in conjunction, with this Mortgage.

H. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents be applicable to both genders.

G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall parties.

F. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the State of Illinois, unless otherwise designated in writing by Bank.

E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in premises by federal laws and regulations.

D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of Illinois, provided that such laws are not otherwise Mortgage and Bank.

C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagee's strict performance of any provisions contained in the Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations nor will it cure or waive any default not completely cured or any other default, or operate as a defense to any foreclosure proceedings or to deprive Bank of any rights.

A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagee's performance of all duties and obligations imposed by this Mortgage.

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Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagee agrees to pay and to reimburse Bank for all such payments.

Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amount so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

B. pay, when due, installments of any real estate tax imposed on the Property; or

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;

23. BANK MAY PAY. If Mortgagee fails to pay when due any of the amounts it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

22. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense of the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.

In addition, redemption by Mortgagee after foreclosure sale is expressly waived to the extent not prohibited by law.

A. homestead;

B. exemptions as to the Property;

C. redemption;

D. right of reinstatement;

E. appraisal;

F. marshaling of liens and assets; and

G. statutes of limitations.

21. WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

20. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in the Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagee shall hold Bank harmless from and pay all legal expense, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

lacking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of any proceedings.

Mortgagee further agrees to notify Bank of any attempt to purchase or appropriate the Property or any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagee further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note.

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Initials

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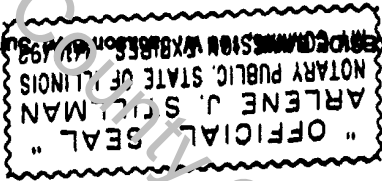
Loan No: 3321 YUEN, LINA

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Property of Cook

Please return this document after recording to LAKEVIEW BANK, 141 W. Jackson Blvd, Suite 1212, Chicago, Illinois 60604.

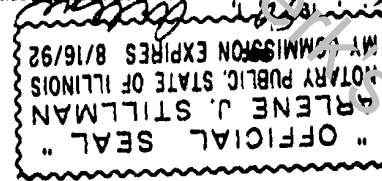
This document was prepared by LAKEVIEW BANK, 141 W. Jackson Blvd, Suite 1212, Chicago, Illinois 60604.



Arlene Stillman
NOTARY PUBLIC

August 16, 1992
My commission expires:

the uses and purposes set forth, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for



Arlene Stillman
NOTARY PUBLIC

August 16, 1992
My commission expires:

On the 13th day of August, 1992, I, Arlene J. Stillman, a notary public, certify that LEUNG YUEN husband of NGA-KUEN YUEN, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for

LEUNG YUEN
Leung Yuen
NGA-KUEN YUEN
Ngau Kuen Yuen

MORTGAGOR:

26. ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

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PROPERTY

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90455094-90-455094

Handwritten notes: 12/18/90, 0021, 0061

UNIT NUMBER 2822-39 AND UNIT NUMBER 2822-40 IN GREAT GLOBAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS AND BLOCKS IN F. C. SHERMAN AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00410670, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Property Address: Unit# 39 & 40, 2824 S. Wentworth Ave. Chicago, IL 60616 P.I.N. #17-28-418-024 Legal Description: DEPT-01 RECORDING \$19.00 144444 TRAN 1857 09/18/90 15:20:00 40904 ÷ D * -90-455094 COOK COUNTY RECORDER

The properties hereinafter described are those properties referred to in the Mortgage as being described in Exhibit "A":

BANK: LA (S) ONE BANK an ILIN OIS banking corporation 141 W. Jackson Blvd, Suite 1212 Chicago, Illinois 60604 Tax I.D. # 07-2583814 (as Mortgagee)

MORTGAGOR: LEUNG YUEN 6512 N. WASHTEAW AVE. CHICAGO, IL. 60648 Social Security # 327-70-1828 husband of Nga-Kuen Yan Yuen MGA-KUEN YAN YUEN 6512 N. WASHTEAW AVE. CHICAGO, IL 60645 Social Security # 327-70-2633 wife of Leung Yuen

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated September 13, 1990, by and between the following parties:

EXHIBIT "A"

