OR RECORDER'S OFFICE BOX NO. ...

CAUTION: Consult a lawyer to makes any womenty with resp	before using or acting under this form. Neither the publisher nor the seller of this form sect thereto, including any warrenty of merchentability or tilmess for a particular purpose.		
THIS INDENTURE. Choon K. Yang &	December 15, 89 When S. Yang, his wife		
601 Huntingto (NO.AN herein referred to as "N Peterson	on Commons, #106, Mount Prospect, IL DISTRICEY) (CITY) (STATE) Stortgagors," and Bank	DEPT-01 RECORDING \$17 . 143333 TRAN 5322 01/03/90 13:41:0 . \$7706 \$ # 90003184 . COOK COUNTY RECORDER	3.25 00
	erson Ave., Chicago, IL		
herein referred to as "?	stortgagee," witnesseth:	Above Space For Recorder's Use Only	
THAT WHEREA	AS the Mortgagors are justly indebted to the Mortgagee upon the fr NE 11 OUSAND FIVE HUNDRED AND NO 100 WAYS	istallment note of even date herewith, in the principal sum of DOLLARS	
sum and interest at the	nayable to the order of and delivered to the Mortgagee, in an rate and in installments as provided in said note, with a final payment rincipal, and arrest are made payable at such place as the holders of the hen at the softer of the Mortgagee atPeterson_Bank_	d by which note the Mortgagors promise to pay the said principal of the balance due on the	ΙĹ
NOW, THEREFC and limitations of this consideration of the su Mortgagee, and the Mo and being in the	ORE, the Mortgagors to recure the payment of the said principal sum of mortgage, and the persormance of the coveriants and agreements he morfone Dollar in its ad mid, the receipt whateof is hereby acknowled ortgaged's successors no cassigns, the following described Real Estate is Cook, COUNTY OF	(money and said interest in accordance with the terms, provisions rein contained, by the Mortgagors to be performed, and also in ged, do by these presents CONVIY AND WARRANT unto the aid all of their estate, right, title and interest therein, shuate, lying IL. AND STATE OF ILLINOIS, to wit:	
Per legal o	description attached bereto and made a p	art hereof	
THE COL AND DE 228500 RANGE	06 TOGETHER WITH ITS UNDIVIDED PE MMON ELEMENTS IN LAKESIDE CONDOMI FINED IN THE DECLARATION RECORDED 26, IN THE EAST 1/2 OF SECTION 14 11, EAST OF THE THIRD PRINCIPAL M , ILLINOIS.	NIUM AS DELINEATED AS DOCUMENT NUMBER TOWNSHIP 41 NORTH	
which, with the proper	ty hereinafter described, is referred to herein as the "premises,"		
Permanent Real Estate	Index Number(s): 08-14-401-078-1021	2	
Address(es) of Real Es	tate: 601 Huntington Commons, #106,	Mour Prospect, IL	
long and during all such all apparatus, equipment single units or centrally coverings, inador beds, or not, and it is agreed considered as constitutions are forth, free from the Mortgagors do here. The name of a record of This nortgage conherein by reference and Witness the hand. PLEASE PRINT OR TYPE NAME(S)	all improvements, tenements, ensements, fixtures, and apportunances, times as Mortgagors may be entitled thereto (which are pledged prima at or articles now or hereafter therein or thereon used to supply heat, y controlled), and ventilation, including (without restricting the foreig awnings, stoves and water heaters. All of the foregoing are declared that all similar apparatus, equipment or articles hereafter placed in thing part of the real estate. FO HOLD the premises unto the Mortgagee, and the Mortgagee's successful rights and benefits under and by virtue of the Homestead Exemply expressly release and waive. where is: Choon K. Yang & Hee S. Yang, it is also of two pages. The covenants, conditions and provisions appearing are a part hereof and shall be binding on Mortgagors, their belies, successful seal of Mortgagors the day and year first above written. (Seal)	cily and on a partify with and reatestate and not secondarily) and ins, air conditioning water, light, power, refrigeration (whether ping), screens, what ow shades, storm doors and windows, floor of the part of said real estate whether physically attached thereto e premises by Mortgajo, sor their successors or assigns shall be ressors and assigns, forever, for the purposes, and upon the uses pition thaws of the State of the nois which said rights and benefits B. WIFE B. OR DRUG 2 (the reverse side of this an arts was pare incorporated)	
BELOW SIGNATURE(S)	(Seul)		
State of Plinois, County	of Cook In the State aforesaid, DO HEREBY CERTIFY that	I, the undersigned, a Notary Public in and for said County	
	Choon K. Yang & Hee S. Yang,	his wife	
IMPRESS SEAL HERE	pecared before me this day in person, and acknowledged that heir free and voluntary net, for the uses and pur that of homestead.	power therein set forth, including the release and waiver of the	
Given under my handa Commission expires	nd official chi, this 15th day of Decer	to gran fill	
This instrument was pre	Peterson Bank 3232 W. Pe	erson Ave., Chicago, IL 60659	
Mail this instrument to	Peterson Bank 3232 W. Peterson Attn: Charles K. Oh, Sr. V.P.	Ave., Chicago, IL 60659	,
	(City)	(STATE) (ZIP CODE)	_

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagars 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 thereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgages; (4) complete within a reasonable time any buildings now or at any time in process of erection upon said premises; (5) contply 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. Mortgagors shall pay before any penalty attaches 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 inaction 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, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or 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 such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse 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 for the covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability four ed by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as in Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors half have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall ker i all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm other policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in one of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage cluuse to be attached to each policy, and shall deliver reseval policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver reseval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act bereinbefore required of Mortgagers 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, comprosise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises 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 hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereof at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagots.
- 8. The Mortgagee making any payment hereby auth irized relating to taxes 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 or tax; 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 Mirtgagors, all unpuid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, the order and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (1) 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 whether by 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 a on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by a on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenngraphers' charges, publication costs and costs (which may be estimated as to tenus to be expended after entry of the decree) of procuring all such abstracts at title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as of taggee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had aurstant to such decree the true condition of the title to prosecute such suit or to evidence to hidders at any sale which may be had aurstant to such decree the true condition of the title to prosecute such suit or to evidence to hidders at any sale which may be had aurstant to such decree the true condition of the title to prosecute such suit or to evidence to hidders and expenses of the nature in this pa search mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the nights and expensive by thinois law, when paid or lineurred by Mortgagee in connection with (a) any proceeding, including probate at a lankrupicy proceedings, to which the Morts and the proceeding of the commenced of the commencement of any suil for the foreclosure hereof after accrual of such viction foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding vinch might affect the premises
- 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 remioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the notes of 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 compilant to foreclose this mortgage the court in which suc', 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 insulvency of Mortgagors at the time of application for such receiver and without regard to the then value of the or mises or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Sucu a ceiver 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 he 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 tents, 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 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 defletency 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 count 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 Mortgagee 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 lien 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 may 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.

other lies sale; (2)

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