CAUTION Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this forms makes any werranty with respect thereto, including any werranty of merchantability or fitness for a particular purpose.	
-	Mr.
THIS INDENTURE, made February 26	90111393
Jung Park and Sung W. Park, his wife,	
4501 W. Madison Skokie IL.  (NO AND STREET) (CITY) (STATE)	DEPT-01 RECORDING \$13 144444 TRAN 3493 03/13/90 10/54/0 48572 W D ★—90-111295
(NO. AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and	
Peterson Bank	COOK COUNTY RECORDER
· · · · · · · · · · · · · · · · · · ·	
3232 W. Peterson Ave. Chicago IL. (NO AND STREET) (CITY) (STATE)	
herein referred to as "Mortgagee," witnesseth:	Above Space For Recorder's Use Only
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the instal	liment note of even date herewith, in the principal sum of
on 10,000.00 payable to the order of and delivered to the Mortgagee, in and by	which note the Mortgagors promise to pay the said principal
sum and interest at the rate an / in installments as provided in said note, with a final payment of the	he balance due on the LSt day of November
19.24 and all of said principal and increst are made payable at such place as the holders of the no	ote may, from time to time, in writing appoint, and in absence 🥏
of such appointment, then at the office of the Mortgagee at Reters 3232 W. Peterson Ave. Chicago, IL.	son Bank
NOW, THEREFORE, the Mortgag are 1 secure the payment of the said principal sum of mo and limitations of this mortgage, and the performance of the covenants and agreements herein consideration of the sum of One Dollar in han a made, the receipt whereof is hereby acknowledged. Mortgages, and the Mortgages's successors and assigns, the following described Real Estate and a	oney and said interest in accordance with the terms, provisions contained, by the Mortgagors to be performed, and also in adoly these presents CONVEY AND WARRANT unto the Hot heir estate, right, title and interest therein, situate, lying sester.
and being in the City of Chicago , COUNTY OF Co	OOX AND STATE OF ILLINOIS, to wit:
Per legal description attach o hereto and made a p	part hereof.
Kostner Avenue Addition to Niles Center, a subdiving and adjoining the North 10 acres of the North East Section 22, Township 41 North, Range 13 East of the in Cook County, Illinois.	t 1/4 of the South West 1/4 of
PIN No. 10-22-315-093	
which, with the property haremafter described, is referred to herein as the "premises."	90111295
10.22.216.022	
Permanent Real Estate Index Number(s): 10-22-315-093	
Address(es) of Real Estate: 4501 W. Madison, Skokie, IL. 60076	
TOGETHER with all improvements, tenements, easements, foxtures, and appurtenances the long and during all such times as Mortgagois may be entitled thereto (which are piedged primarily a all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, single units or centrally controlled), and ventilation, including (without restricting the foregoing coverings, anador beds, awnings, stoves and water heaters. All of the foregoing are declared to be or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the preconsidered as consultating part of the real estate.	and on a party with said real estate and hot secondarily) and air condition (g. water, light, power, retrigeration (whether t), screens, window shades, storm doors and windows, floor a part of said real, state whether physically attached thereto remises by Mortge, ary or their successors or assigns shall be
TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's success herein set forth, free from all rights and benetits under and by virtue of the Homestead Exemption the Mortgagors do hereby expressly release and waive.	it I, aws of the State of falliable, which said rights and benefits
The nume of a record owner is: Jung Park and Sung W. Park, his wif	
This mortgage consists of two pages. The covenants, conditions and provisions appearing un herein by reference and are a part hereof and shall be finding on Mortgagors, their heles, successe Witness the hand and seal of Mortgagors the day and year first above written.	Manage 2 (the management alone of the total and the
(Scal)	ura and madgus.
PLEASE JUNG PARK SU	page 2 (the reverse side of this mortange) are incorporated or and assigns.  (Seal)
PLEASE JUNG PARK SU PRINT OR	ura arut nasigua. (Seal)

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 in the State atoresaid, DO HEREBY CERTIFY that Jung Park and Sung W. Park, his wife,

MAPRESS PARTORIES Represent to the the temps parked to the foresaid in the transporter.

personally known to me to be the same person. ... whose name 8. 350 ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 5 hey signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set firth, including the release and waiver of the right of homestead.

Given under my hard and other I seal, this Commission expires 00 cober 30	26th	day of	Februar	ا اُم ولا	" OFFICIAL	
Commusion expires A COCODET 30		14 93	ار المسوسد	المذبيس كاسديدرا	HE CHI INCH YER FOR	٠
Helen	Lee	3232 W.	Peterson	Ave., ch'	ACUGO: 4251 26	Ž

3232 W. Peterson Ave., Chicago, TEY 560659 10/30/93

the distinguish, was brelytice		(NAME AND AUDRESS)	
all this instrument to Paterson.	Bank.	3232 W. Peterson	Ave.
		(NAME AND ADDRESS)	

(NAME AND ADDRESS)

LL.

(STATE)

OR RECORDER'S OFFICE BOX NO. .....

M

BIMal

60659

(ZIP CODE)

301112<sub>05</sub>

## THE COVENANTS, CONQUIRN OF PROVISION CREFERRED TO COLOR I (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 afterations 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 Mortgagore displicate 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, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage'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 it 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 faw. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as 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 provided in said note.
- 6. Mortgagors shall seep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windste munder policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the name or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages under insurance policies payable. In least of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall 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, Mortingee 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, compromise 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 are 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 protect the mortgaged premises and the lien hereof, their best of much additional indehtedness secured hereby and shall become immediately due and payable without notice and with interest tieted, 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 Mortgagors.
- 8. The Mortgagee making any payment hereby a therized relating to taxes or assessments, may do so according to any bill, statement or estimate produced 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 of the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herei/ mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, 'econe due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (5) 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 wheth c 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 or on behalf of Mortgagee for attorneys' fees, suntays for documentary and expent evidence, stenographers' charges, to haction costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of 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 hidders at any sale which may be had possunt to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pa agraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate most permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate with ankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such high affect the premises or the accurity hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the indowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as the mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness adds one, to that evidenced by the note, with interest thereon as herein provided, third, all principal and interest remaining suppaid on the note; 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 sum complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with at regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of he premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor 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 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 indehtedness 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 sale; (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 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 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.