COPY

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91 521 814 18 19 91 September THIS INDENTURE, made Wei Tian Zhu and Yan Ling Zhu, his wife, 342-B West 23rd Place, Chicago, Illinois 60616 DEFT-01 RECORDING T#2222 TRAN 9360 10/07/91 13:03:00 (NO AND STREET) 相429 # 10 米一ク1-521月上午 herein referred to as "Mortgagors," and Paul Lee, 212 West 23rd Street, COOK COUNTY RECORDER Chicago, Illinois 60616 (NO. AND STREET) Above Space For Recorder's Use Only THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Twenty Thousand and 03/100 ---herein referred to as "Mortgagee," witnesseth: 🔼 payable to the order of and defivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal (\$ 20,000,00 sum and interest at the rate aca is installments as provided in said note, with a final payment of the balance due on the 1st day of October. 19, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the color of the Mortgagee at 212 West 23rd Street, Chicago, Illinois 60616 NOW, THERLEORE, the Mortgagors of secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgagor, and the rest runance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in har 10% id, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagor, and the Mortgagor's successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Cook AND STATE OF ILLINOIS, to wit: Legal Eascription Attached Hereto as Exhibit A % Co. 91 521 81* which, with the property berematter described, is referred to berem as the 17-28-212-049-1002 Permanent Real Estate Index Number(s): ____ Address(es) of Real Estate: 342-B West 23rd Place, Chicago, Illinois 60616 IOGITHUR with all improvements, tenements, easements, lixtures, and appurtenances thereto belonging, and all rents, issues and probts thereof for so long and dusing all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a pa. ity rith 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 the writer, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wir dow shades, storm doors and windows, floor coverings, mador beek, aw miges, stores and water heaters. All of the foregoing are declared to be a part of said real (s.f.) to whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgog is or their successors or assigns shall be considered as constituting part of the real estate.

TO HAME AND TO HAME by the assession and the Mortgogogo and the Mortgogogo and all properties and properties. TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, 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 Line 3. Thich said rights and benefits the Mortgagors do hereby expressly release and waive.

Well Tian Zhu and Yan Ling Zhu, his wife This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this rior gage) are incorporated herein by 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. Wei Tian Zhu Yan Ling Zhu PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)(Seal) State of Illinois, County of Cook 1, the undersigned, a Notary Public in and mand state aforesaid. DO HEREBY CERTIFY that Wei Tien Zhu and Yan Ling Zhu, his wife, "OFFICIAL SEA" 1, the undersigned, a Notary Public in and for said County PRESCIACQUELINE SUE peritarily known to me to be the same person s whose name s are SEMOTARY Public, State appeared before me this day in person, and acknowledged that ... \ h \ \text{9y} signed, sealed and delivered the said instrument as HERN Bommission Expres Fetch (1997) tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the mineral decembers of requelinasie Ones 10 91 18th . day ol___ Communication thand and official scal this ...15 : 19 Commussion expires Peter J. Miller, 25 East Washington Street, Suite 1000, Chicago, Illinois 60602 parent ha Peter J. Miller, 25 East Washington Street, Suite 1000, Chicago, Illinois 60602 Mail this instrument to (NAME AND ADDRESS)

(STATE)

(CITY)

INOFFICIAL CO THE COVENANTS, COND

MORTGAGE):

TOTAL MARKET PROPERTY

- 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 indeptedness 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 etection 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. 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 Mortgagors 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, 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 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 forther covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability neutred 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 ke p all buildines and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind dotal under 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 ... se of loss or damage, to Mortgagee, 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 rinewal 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 hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of puncipal or interest on prior encumbrances, if any, and purchase, discharge, compr mise 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 elements, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereo, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest hereon 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 authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office volves inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein r emoned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Martgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, second due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) 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 seemed shall become due when or by acceleration or otherwise, Mortgagee shall have the right of 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, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expenses which may be had party and costs (which may be estimated as to 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 had purs ant 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 p. tagar in mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at my 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 the preparations for the commencement of any suit for the foreclosure hereof after accrual of such to to reclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding, smy a might affect the premises or the security hereof. security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the oflowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are received 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 note; for the 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 such 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 genises or whether the same shall be then occupied as a homestead or not, and the Mortgagee 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 foredosure 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 indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure
 - 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
 - 15. The Mortgagors shall periodically deposit with the Mortgagee such sams 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 indehtedness 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

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EXHIBIT A

Legal Description

PARCEL 1:

UNIT 342B IN ORIENTAL TERRACES CONDOMINIUM NO. 342 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 45 IN ALLEM C. L. LEE'S SUBDIVISION BEING A RESUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED THE 26TH DAY OF NOVEMBER, 1985, AS DOCUMENT NO. 85298549 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 27506504 AND AMENDED BY DOCUMENT NUMBER 85250027, IN COOK COUNTY, ILLINOIS.

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