For Use With Note Form No. 1447 CAUTION Consult a tourym befray using or acting under this form. Heather the publisher mor the seller of this form makes any waventy with respect therets, including any waventy of merchantability or Mines for a particular purpose 1991 between THIS INDENTURE, made . November 13. Hyun Suh Gu and Sook Hee Gu, his wife, ... 1025 Voltz, Northbrook, Illiniois 60062 1377 - 14.17181 317. There is a 14.77 11.1781 11.1741. 15-7 : 14. \* - 71 - 612814 11.6 : 14.7 : 16.18.18 (NO AND STREET) 5 . T. (CITY) herein referred to as "Mortgagors," and Julius, Gilman TENE COLE PER COLE COLE Above Space For Recorder's Use Only herein referred to as "Mortgagee," witnesseth 1) nayable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and mierest at the rate ar dier installments as prissided in said riste, with a final paymont of the balance due on the ---14 1 21 W NOW, THEREFORE, the Mortgagost to recure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performed, and also in consideration of the sum of One Dollar in har I paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee is successors and assesses, the following described Real Estate and altof their estate, right, rate and interest therein, situate, hying and being in the COUNTY OF COUNTY OF AND STATE OF ILLENOIS, to with and being in the \_City, CL NOI thib (1901) THAT PAPT OF SETTING 14, TAINSHIP 42 NORTH, FACKE 12 FAST OF THE THIFD PRINCIPAL MERIDIAN, DESCRIBED & POLICUS: OTHERCING AT A POINT IN THE NORTH LIVE AND SE PASS EAST OF THE NORTH WEST OF SAID SECTION PRINCIPAL THENCE FAST 8 BODS: THENCE SATH TO BODS: THENCE WEST 8 PODS: THENCE NORTH 20 poor to the point of principal, in cook courts, illinois which, with the property heremafter described, is referred to herem as the "pre-Permanent Real Estate Index Number(s) 04-14-100-021 Address(es) of Real Estate 1925 Voltz, Worthbrook, Illinois 60062 TOGETHER with all improvements, tenements, easements, furtures, and appartenances thereto belonging and all rents, issues and profits thereof for so being apid during all tuch times as Morigagors may be entated thereto (which are pledged primarily and on a pair), with and real extate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon wied to supply heat, gas, air conditioning, where, light, power, refrigeration (whether single units or centrally controlled), and sentilation, including (without restricting the foregoing), screens, window it ades, storm divide and was and windows. Book coverings, which beds, awaings, stores and water heaters. All of the foregoing are declared to be a part of usal real six to bether physically attached the considered as constituting pair of the real estate.

TOTALEE AND TO MOLD becomes to the best of the properties of the TO HAVE AND TO HOLD the premies unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for it groupeses, and spon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illino, which said rights and benefits the Mortgagnes do hereby expressly release and ware. The name of a record owner is Hann Sub. 32 This assert gage counts of two pages. The covernats, conditions and provisions appearing on page 2 (the reverse side of this many or incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, nuccessors and assigns. and seal of Mortgagors the day and year first above written

(Seal)

Social Heep Git Witness the hand \_\_\_\_ (Scal) PLEASE PRINT OR TYPE NAME(S) BELOW Hipm Sub Gu .. \_\_\_\_\_(Scal) E, the undersigned, a Notary Public in and for said County State of Illmois, County of ..... in the State afcresaid, DO HEREBY CERTIFY that Land the answer that SEAPHRLIP L ROSENTHAPPAILY Entered to me to be the same person subscribed to the foregoing instrument, whose name 🔔 nne. Suno of Boothered believe me this day in person, and acknowledged that his signed, scaled and delivered the said instrument as the Boother of State and School of State and State and School of State and School of State and free and voluntary act, for the uses and purposes therein set forth, including the release and warrer of the right of humestead Commission expires Description 24 19 95 10/ This instrument was prepared by Phillip I. Posenthal 7337 N. Lincoln, Lincolnwood, Illinois 60646 Mail this instrument to Phase AND ADDRESS)

Mail this instrument to Phase AND ADDRESS) (NAME AND ADDRESS)

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

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (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 fien 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 lien to the Mortgagee; (4) complete within a reasonable time any 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 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.
- 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 mortgage 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 the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall nay 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 Mortgagore, and the Mortgagor's successors or assigns, against any liability incurred 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 s'all have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in soid note.
- 6. Mostgagors shall kee, all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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 case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall dravir 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, 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 principal or interest on prior encumbrances, if any, and purchase, discharge, compremise or settle any tax lien or other prior lien or title or claim thereof, or redeem fress any tax sale or forfeiture affecting said premises or comest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection the ewith, including attorneys' fees, and any other moneys advanced by Mortgagee protect the mortgaged premises and the lien hereof, shall be so much additional tudebtedness 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 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 without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or rigin 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 Mortgagees, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become 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.
- 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 nentroned 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; four is, 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 viemises 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, itsues 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 indebtedness secured hereby, or by any decree foreclosing this mortgage, or any lax, 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 telease, and their liability and the lien and all provisions hereof shall continue in full force, the tight 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 lable for the payment of the indelection 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 Mortgagez named herein and the holder or holders, from time to time, of the more occurred hereby.

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