CAUTION. Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or biness for a particular purpose.

THIS INDENTURE, made April 9, 19 92, between Gheorghe Tripa and Maria Tripa 4830 N. Central Park Ave.	
Chicago, Illinois 60625 (NO AND STREET) (CITY) (STATE) herein referred to as "Mortgagors," and	92260574
Albert J Hong and Sungihm Hong 5028 W. Jerome Ave. Skokie, IL 60077	
(NO AND STREET) (CITY) (STATE)	Above Space For Recorder's Use Only
herein referred to as "Mortgagee," witnesseth: IHAL WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the inst Twelve Thousand and no/100	taliment note of even date herewith, in the principal sum of
(5 12,000.00), 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 research installments as provided in said note, with a final payment of the balance due on the 9th day of April 1994, and all of said principal additional payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, the rating office of the Mortgagee at 5028 W. Jerome Ave., Skokie, IL 60077	
NOW, THEREFORM, the Morte, gors to secure the payment of the said principal sum of and limitations of this mortgage, and the proformance of the covenants and agreements here consideration of the sum of Ohe Dollar in laid paid, the receipt whereof is hereby acknowledge Mortgagee, and the Mo. Tigee's successors in assigns, the following described Real fistate and and being in the COUNTY OF COUNT	m contained, by the Mortgagors to be performed, and also in the distribution of the Section of t
THE SOUTH 20 FEET OF LOT 10 AND THE NORTH 10 HINDMAN'S FIRST ADDITION TO WEST RAVENSWOOD, 1/4 OF THE EAST 60 ACRES OF THE SOUTH WEST 1 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ILLINOIS.	A SUBDIVISION OF THE SPUTH 144 OF SECTION 11, TOWNSHIP 40
92260574	. DEPT-11 RECORD.T
which, with the property hereinalter described, is referred to herein as the "preming."	
Permanent Real Estate Index Number(s): 13-11-328-022	
Address(es) of Real Estate: 4830 N. Central Park Ave. C	ticigo, II. 60623
IOGE THER with all improvements, tenements, easements, fixtures, and appurtenances thereto leaviging, and all rents, issues and profits thereof for so long and during all such to sea as Mortgagors may be entitled thereto (which are pledged primarily and on a period with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, an condition one, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens window shades, storm doors and windows, floor coverings, inador beds, awaings, stoves and water heaters. All of the foregoing are declared to be a part of saio real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortga fors or their successors or assigns shall be considered as constitution. Earl of the real estate	
IOHAVE AND ICHOLD the premises unto the Mortgagee, and the Mortgagee source herein set both, free from all rights and benefits under and by surfue of the Homestead Exempte the Mortgagors do hereboxpressly release and waive. The name of a provide source Gheorghe Tripa and Maria Tr	on Laws of the State of Almor, which said rights and benefits
This murigage consists of two pages. The covenants, conditions and provisions appearing a herein by reference and a. v a part hereof and shall be binding on Mortgagors, their heirs, successions	on page 2 (the reverse side of thir mortgage) are incorporated
Witness the hand and seal, of Mortgagors the day and year first above written PLEASE Cheorghe Tripa PRINTOR (Seal)	(Scal)
PRINT OR TYPE NAME(S) BELOW SIGNATURE(S) (Scal)	
Maria Tripa	
State of Illinois, County of	1), the undersigned, a Notary Public in and for said County
NOTION 110A personally known to me to be the same person whose name NOTION 10 51A/t appeared before me this day in person, and acknowledged that free and soluntary act, for the uses and purportion of homestead	ses therein set forth, including the release and waiver of the
Given under my hand and official seal, this Commission expires 19	Monda Julia
This instrument was prepared by the first the state of th	Notary Public Public Service S
This instrument was prepared by the first state of the st	
(CITY)	ISTATE CODE
OR RECORDER'S OFFI' & BOX NO	

UNOFFICIAL COPY

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

- 1. Mortgagors sh'! (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 buildings now or at any time in process of exection 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 1 event default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mor augors 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 impossing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or hers better 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 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) day 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 issuarch of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors curtier covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee'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 shall 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 keep a childings and improvements now or hereafter situated on said premises instred 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 state of 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 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 defult therein, Mortgage error, but need not, make any payment or perform any act herembefore required of Mortgagors in any form and manife deemed expedient, any may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and prochase, 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 or conest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses, old or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged remises and the lien hereof, sor dive 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 Himors law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgage: 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 inomity into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title receiving thereof.
- 9. Mortgagors shall pay each item of indebtedness herein thentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgago's, 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.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof, there shall by 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 expert evidence, stenographers' charges, publication losts and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of itle, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as 11 daggee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had put so into 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 paragi polymentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the mirlest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and by by the 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 righ up foreclose whether or not actually escurity hereof.
- It. 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 mentioned 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 therein as herein provided, third, all principal and interest remaining unpaid on the note; for the any overplus to Mort pagors, 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 couplaint is filed may appoint a receiver of any time after the filing of a complaint to foreclose this mortgage the court in which such couplaint is filed may appoint a receiver of a feet sale, without notice, without regard to the solvency five insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be the accupied as a homestead or not, and the Mortgager may be appointed as such receiver. Such receiver shall have power to collect the rests, issues and profits of said premises during the pendency of such forcelosure 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 reviod. 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 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 of 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 "Mortgagere" when used herein shall include the sucressors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.