## UNOFFICIAL COPY.

## 'FOSTER BANK

5225 North Kedzle Avenue Chicago, Illinois 60625 (312) 588-7700 "LENDER"

## MORTGAGE

95608118

	DELI-07 VECOUNTING	17.5
	. T40011 TRAN 6175 08/04/93 10:37:	00
GRANTOR Ji Ho Kim Kyung Ja Kim ADDRESS	Ji Ho Kim CDOK COUNTY SECORDER Kyung Ja Kim d/b/a Kwik Cleaner  OEPT OF RECORDERS  - THOUSE TRAN 6161 08/04/73 09:10:  1607	7::5
16 E. Old Willow Rd., #333-S Prospect Hts., II. 60070 TELEPHONE NO. IDENTIFICATION NO. 708/459-7.20	6005 W. Dempster Morton Grove, IL 60053 TELEPHONE NO. IDENTIFICATION NO. 708/966-5011	

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described. Schedule A which is attacted to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenance; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and errors pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage has secure the payment and performance of all of Borrower and Granter's present and future, indebtedness, liabilities, obligations and covenants (cumulative. " "gations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST	PRINCIPAL AMOU !//	AGREEMENT DATE	MATURITY DATE	CUSYOMER NUMBER	LOAN NUMBER	
VARIABLE	\$7,000.00	07/26/93	01/26/95	3261808	9001	1
			1			1
		<u>C</u>				1

all other present or future obligations of Borrower o. 3 antor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mongage and the Obligations described herein are accorded and incurred for BUSINESS

4. FUTURE ADVANCES. [ ] This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in priar and 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligation on to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although the remay be no indebtedness outstanding at the time any advances. The total amount of indebtedness secured by this Mortgage under the pricinitary notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not reced.

This Mortgage paragraph 2, but the total of all such indebtedness so secured shall not exceed \$

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amount expended by Lender to perform Grantor's covenants under this Martgage or to maintain, preserve, or dispose of the Property, including but not limited tr, an ounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, This Mortgage secures an indebtedness for construct of purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Linder that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except to, u.i. Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, which around, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any ital ardous waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not imited to, (i) perfolaum; (ii) friable or nonfriable asbestos; (iii) polychforinated biphenyls; (iv) those substances, materials or wastes designated at a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance." pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to th'

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior will approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrowf Grantor (if Borrower or Grantor is not a natural person or parsons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's or declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertain Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or petermination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) make the amounts payable thereunder; or did terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate any agreement except of the nonpayment of any sum or other material breach to terminate the second property for the nonpayment of any agreement or purporting to terminate or the nonpayment of the nonpayment any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lenter shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently cockect the indebtedness owing to Grantor tom these third parties until the giving of such notification. In the event that Grantor possesses or receives passaction of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the Instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender april from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the lime for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay perinting to the actions described in this paragraph or any damages resulting therefrom. actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, their, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Londer, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other causality. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the "ohl of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance, one do to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender, (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cor, whall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish insurance policies, cancelling any prilicy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, priedged and delivered to Lender for further securing the Obligations, in the event of loss, Grantor shall immediately instead of to Lender notice and Londer, in authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall immediately according and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof, in any event Grantor shall be obligated to rebuild any restore the Property.
- 15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior writte, consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discribtly used or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Grantor shall immediately privide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys fees, legal incomes and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to him payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACT ONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor ner by appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the extions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the perior indice of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholder indicetors, officers, employees and agents with written notice of and Indemnify and hold Lender harmless from all claims, damages, liabilities (including a orneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims') pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to tender to desend the from such Claims, and pay the costs incurred in connection therewith. In the atternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortga te.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Prorer, when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, is us and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so he'r to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow Lender or its £31 hts to examine and inspect the Property and examine, inspect and make copies of Granter's books and records pertaining to the Property from time to time. Conter shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Granter's books and record shall be genuine, true, accurate and complete in all respects. Granter shall note the existence of Lender's beneficial interest in its books and records pertain to to the Property. Additionally, Granter shall report, in a form satisfactory to Lender, such information as Lender may request regarding Granter's finance, condition or the Property. The information shall be for such periods, shall reflect Granter's records at such time, and shall be rendered with such frequency as Lender may designate. All information throughout by Granter to Lender, shall be true accurate and complete in all respects. information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance or time Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, it so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
  - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
    - (a) fails to pay any Obligation to Lender when due;
    - (b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
    - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
    - (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
- (f) causes Lender to deem itself insecure in good faith for any reason.

  13. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

  (a) to declare the Obligations immediately due and payable in full;
  (b) to collect the outstanding Obligations with or without resorting to judicial process;
  (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

  (d) to collect the factor is severe and profits from the Property from the date of default and thereafter:

  - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
    (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
  - (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and (h) to exercise all other rights available to Lender under any other written agreement or applicable law.
- ender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the ecovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might therwise be required.

- 24. WAIVER OF HOMESTEAD AND CTALLER RIGHTS. Cranics lereby walves all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.
  - 25. SATISFACTION. Upon the payment in full of the Obligations, this Murtgage shall be satisfied of record by Lender.
- 26 APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's less and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Granter shall immediately reimburse Lender for all amounts (including atterneys) fees and legal expenses) expended by Lender in the performance of any action required to be taken by Granter or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lander as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous item security interest or encumbrance discharged with funds (dv.) and by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COS 15 4 Londer hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender a reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Londer may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Under may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amend it can promises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortga je stiall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to Langua ided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may resignate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of any state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Carror waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall not use all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
  - 39. ADDITIONAL TERMS. Prepayment penalty of 3% will be exercised only during the first year.

Collateral: 2nd Mtg against residential property, located at 16 E. Old Willow Rd., #333-S, Prospect Beights., IL 60070 and UCC/Security Agreement against Kwik Cleaner.

GRANTOR:

The street address of the Property (if applicable) is:
16 E. Old Willow Fd., #333-S
Prospect Rts., IL 10070

Permanent Index No.(s): 03-24-100-037-1103

The legal description of the Property is:

UNIT NUMBER 333-S, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE WHICH SURVEY 1, ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP "A'S BY AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NO. 2302, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINDIS AS DOCUMENT NO. 24-489-033, AS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 40 ACRES OF THE WEST FAL? OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE WEST 40 FEET THEREOF), IN COCK COUNTY, ILLINOIS.

TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPULTINANT TO SAID UNIT AS SET FORTE IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDIL DECLARATIONS AS SAME ARE FILED OF RECORD, PURSUANT TO SAID DECLARATION AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SAID AMENDED DECLARATION; AR! FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED IFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED.

SCHEDULE B

9360811

This instrument was prepared by: Joyce Chung/Foster Bank, 5225 N. Kedzie Ave., Chicago, IL 60625