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COOK COUNTY, ILLINOIS FRED FOR RECORD

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thre portgage made and entered into this 11th day of Jinuary

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Kon II Ju and Ok Mi Ju, his wife

thereinafter referred to as mortgagor) and FLAZA BANF, an Illinois Banking Corporation thereinafter releared to as mortgagee), who maintains an office and place of business at: 7460 West Irving Park Road, Morridge, Illinois.

WITHESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the martgager does hereby mortgage, sell, grant, assign and convey onto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois:

Lot 22 in Block 67 in North west land association subdivision of the west ½ of Blocks 22 and 27 and all the Blocks 23, 24 and 26 in Jackson's subdivision of the Southeast ½ of Section 11, Township 40 worth, Range 13, East of the Third Principal Meridian, with Blocks 1 and 8 and Block 2 (except the east 1 acre thereof) in Clark's subdivision of the Northwest ½ of the Northwest ½ of Section 14, township 40 North, Range 13, East of the Third Principal Meridian, ½ Cook County, Illinois.

P.1.N. <u>13-14-202-018-0000</u>

Street Address: <u>4711 N. St. Louis, Chicago, Illinois</u>

Ingether with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus and elevators (the mortgage) hereby declaring that it is intended that the items hereing anumerated shall be deemed to have been permanently installed as part of the realty) and all improvements now or hereafter existing correct, the hereditaments and apportenances and all other rights thereunto belonging, or in anymise appertaining and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the acrtgager shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default hereunder). To have an to hold the same unto the mortgagee and the successors in interest of the mortgagee in fee simple or such other estates, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption land of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinahove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomseever.

This instrument is given to secure (i) the payment of a promissory note dated January 8, 1993 in the principal sum of 182,000.00 . signed by Kon II Ju and Ok Mi Ju in behalf of PLAZA BANK, and (ii) the repayment of any future advance, with Interest thereon, made by mortgage prior to release of this cortgage, which advance is evidenced by a promissory note or guaranty of a promissory

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note stating that it is secured hereby. Said notes and/or guaranties are herein called the "Indebtedness Horeby Secured". At no time shall, the principal around of the indebtedness hereby secured, not including the sum advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note, plus One Hillion (41,000,000.00) Bullars.

- 1. The mortgagor covenants and agrees as follows:
 - e. He will preaptly pay the indebtodress hereby secured.
- b. He will pay all taxes, assessments, water rates and other governmental or municipal charges. These or impositions, for which provision has not been made hereinbeform, and will promptly deliver the official receipts therefor to the cortgages.
- c. He will not such expenses and less as may be incurred in the protection and maintenance of said property, including the less of any attorney employed by the mortgages for the collection of any or all of the indebtedness hereby secured, or foreclosure by partyages's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall also be paid by the mortgagor.
- d. For better security of the indebsedness hereby secured, upon the request of the mortgages, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterents made to the property hereinabove described and all property acquired by him after the date hereof tall in form satisfactory to mortgages. Furthermore, should mortgages fail to cure any default in the payment of a prior or inferior a cumbrance on the property described by this instrument, mortgages have been appeared to cure such default, but murtgages is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in 10, force and effect during any postponerant or extension of the time of the payment of the indebtedness hereby secreta.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the portgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies a captable to mortgagee and the policies and remembers thereof shall be held by nortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the nortgagee. In event of loss, mortgager will give impediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by a regalor, and each insurance company concerned is hereby authorized and directed to make payment for such loss irractly to mortgagee instead of mortgager and mortgagee jointly, and the insurance proceeds, or any part thereof may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured of the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedess hereby secured, all right, title and interest of the mortgagor in and to any insurance policies them in force shell pass to the purchaser or cortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every payment shall be immediately due and payable; and shall be secured by the lien of this sortgage.

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- In the will not voluntarily create or pereit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and lusther, that he will bein and mortdain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be elected on said premises.
- is the will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgages.
- j. All swards of damages in commetion with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgages, who may apply the same to payment of the installments last due under sail note, and portgages is hereby authorized, in the name of the mortgages, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - A. The mortgages shall have the right in inspect the mortgaged premises at any reasonable time.
- In the has not used hazardous paterials, including, without limitation, any flammable explosives, redipactive materials, hazardous paterials, nazardous wastes, hazardous or toxic substances or related materials defined in any federal, sinte or local covernmental law, ordinance, rule or regulation, on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials and that, to the best of his knowledge, no prior owner of the premises or any tenant, subtenant, corport, prior tenant, prior subtenant or prior occupant has need hazardous materials on, from or affecting the program in any manner which violates lederal, state or local laws, ordinances, rules, regulations or policies givering the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials.
- m. He has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials and, to the cest of his knowledge, there have been no actions commenced or threatened by any party for noncompliance.
- n. He shall deliver to mortgages the Disclosure Occument in accordance with Section 4 of the Illinois Responsible Property Transfer Act (hereinalter collect "Act") on or before the date Lereof, if required to do so under the Act.
- o. He shall keep or cause the premises to be kept free of hazardous materials and, without limiting the foregoing, he shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process hazardous materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall he cause or permit, as a result of any intentional or unintentional act or omission on his part, or on the part of any tenant, subtenant or occupant, a release of hazardous materials onto the premises or onto any other property.

p. He shall:

- (1) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove nil hazardous materials, on, under. Iron or affecting the premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of nortgages, and in accordance with the orders and directives of all federal, state and local governmental authorities; and
- (2) defend, indemnify and hold harmless nortgagee, its employees, agents, officers and directors, from and against any claims, demands, menalties, fines, liabilities, settlements, damages, cost or expenses of

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whatever hind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to:

(A) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or
affecting the premises or the soil, mater, vegetation, buildings, personal property, persons or animals
thereon; (B) any personal injury (including mercyful death) or property damage (real or personal) arising out
of or related to such hazardous materials; (C) any lamsuit brought or threatened, settlement reached or
government order relating to such hazardous materials; and/or (B) any violation of laws, orders, requirements or demands of government authorities, or any policies or requirements of mortgages, which are
besed upon or in any may related to such hazardous materials including, without limitation, reasonable
attorneys' and consultants' fees, investigation and laboratory fees, court costs and liftigation expense.

- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use and enjoyment of the property, at the option of the nortgages or his assigns tit being agreed that the nortgagor shall have such right until default. Upon any such default, the exchanges shall become the owner of all of the rents and profits accruing after default as security for the industriness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.
- 3. The mortgagor covenants and ogrees that if he shall fail to pay the indebtedness hereby secured of one part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgages or assigns, regardless of the maturity, and the mortgages or his assigns may before or after entry sell said property without appraisement like wortgager having mained and assigned to the mortgages all rights of appraisement) pursuant to the laws of the State of Illinois governing the disposition of said droporty.
- 4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting and maintaining said property, and reasonable attorney fees; secondly, to pay the indebtedness hereby secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the indebtedness hereby secured, the mortyages will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any federal, state or local tax assessment, income tax or other tax lien, charge, fire or other expense charged against the property, the mortgages is hereby sufferized at his option to pay the same. Any sums so paid by the nortgages shall be added to and become a part of the principal amount of the indebtedness hereby secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgager shall pay and discharge the indebtedness hereby secured, and shall pay such sums and shall discharge all taxes and liens and the costs, is and expenses of making, enforcing and executing this mortgage, then this mortgage shall be cancelled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall insure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- B. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the indobtedness hereby secured.
- 3. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable

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shall not in any way impair or preclide the entercement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mostgager pursuant to the provisions of this instrument shall be

addressed to the mortgagor at 10141 S. Springfield, Chicago, Illinois and any written notice to be issued to the mortgages shall be addressed to the mortgages at 7460 Hest Irving Park Road, Horridge, It. 60634.

th. The wortgager, on behalf of himself and each and every person claiming by, through or under him, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgages's right to any remedy, legal or equitable, which portgages may pursue to enforce payment or to affect collection of all or any part of the indibtedness secured by this sortgage, and without prejudice to mortgages's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

IN MITNESS WHERES? The mortgagor has executed this instrument and the mortgages has accepted delivery of this instrument as of the day and year aforesaid.

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Von II Ju
con su Okni Ia
STATE OF ILLINOIS) SSI
1, Tuthough, Frisk, a Hotary Public is and for said county and state, do
hereby certify that Kan II Ju and Of Mi Ju
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
appeared before me this day in person and that held signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this It day of January, 1993
Antony L.F-A
Motorty Public
My Condission Expires / FRINK
FREPARED BY/RETURN TO:

Flaza Bank 7460 West Irving Park Road Morridge, Illinois 60634

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