

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

WHEN RECORDED MAIL TO:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

SEND TAX NOTICES TO:

Daniel Chung and Christina Chung
881 Willowbrook
Wheeling, IL 60090

DEPT-01 RECORDINGS \$29.50
197777 TRAN 6933 03/29/93 14185100
67398 9 4-93-224694
COOK COUNTY RECORDER

93229694

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE C. F. C.

DANIEL K. CHUNG CHRISTINA F. CHUNG *

THIS MORTGAGE IS DATED MARCH 23, 1993, between DANIEL K. CHUNG and CHRISTINA F. CHUNG; Husband & Wife, whose address is 881 Willowbrook, Wheeling, IL 60090 (referred to below as "Grantor"); and First National Bank of Morton Grove, whose address is 6201 West Dempster Street, Morton Grove, IL 60053 (referred to below as "Lender"). * EACH TO AN UNDIVIDED INTEREST AS TENANT IN COMMON

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, under-purchases; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOTS 18 AND 19, IN LEMKE FARMS SUBDIVISION, UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 24536420 AND REGISTERED AS DOCUMENT LR 3031924 AND CORRECTED BY PLAT RECORDED AS DOCUMENT 24877455 AND REGISTERED AS DOCUMENT LR 3080270, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 881 Willowbrook, Wheeling, IL 60090. The Real Property tax identification number is 03-15-211-021 & 03-15-211-022.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

DAC. DANIEL K. CHUNG AND CHRISTINA F. CHUNG

Grantor. The word "Grantor" means DANIEL K. CHUNG AND CHRISTINA F. CHUNG. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First National Bank of Morton Grove; its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated March 23, 1993, in the original principal amount of \$192,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, ramifications of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.250%.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

93229694

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "released," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-493 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person an-

This Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDENMATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamp, and other charges for recording or registering this Mortgage.

Taxes. The following are constitutes taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contains the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and where requested by Lender, cause to be filed, recorded, refinanced, or reorderecd, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuations, statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable cancellation of this Mortgage and suitable statements in form of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

93229694

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UNOFFICIAL COPY

CHRISTINA A. CHUNG

C. DANIEL K. CHUNG

CARTON

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

III. Notes 13 to 16 in the *Handbuch der Deutschen Rechtsgeschichte* were collected by this Hergenrader.

Time is of the essence. Time is of the essence in the performance of this marriage.

On the contrary, it seems to me that the other procedure of this Commission and in the other procedure of the Standing Committee on National Defence, which I have mentioned, is more appropriate.

SAFEGUARDING, **IT** IS A GOAL OF COMMUNALISATION. JUSTIFICATION NEEDED, ANY PROVISION OF THE MONGAAGA TO DO SO, WHICH HANDLING SENSITIVE INFORMATION, WHICH IS A PART OF COMMUNALISATION, IT IS A GOAL OF COMMUNALISATION.

Multiplication Parallelogram. All parallelograms of Gann's will each of the periods under this heading below to repeat the joint and divisible to Gann's parallel references to Gann's which are very similar. This means that each of the periods under this heading below to repeat the joint and divisible to Gann's parallel references to Gann's which are very similar.

Captial Reserves. Capital Reserves are held by the Company to meet the contingencies of business. The amount of Capital Reserves is determined by the Board of Directors.

Applicable Law. This Mortgage has been delivered to Lender and recorded by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

MIGRATORY HABITS AND PROVIDISIONS. The following table gives the number of birds per square mile in the United States, according to the census of 1890, and the number of birds per acre in the same country, according to the census of 1890.

guitar and piano music, recording and mixing, producing and editing video, writing and editing screenplays, and creating websites. I have also worked as a technical support specialist for a software company.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgagreement, including written communication and notice of default and any notice of

ries. Expenses covered by the plan include tuition, books, room and board, personal expenses, and other educational expenses.

Attorney's Fees; Expenses. If, in the opinion of the court, the action is brought in bad faith or for an illegal purpose, the court may award reasonable attorney fees, expenses, and costs to the prevailing party.

Warrant **Evidence**. A warrant by any party of a branch of a bank or of a branch of a provincial bank with the signature of the manager that will constitute a warrant of or pursuant to a power of attorney or mandate.

Notice of S. 149, under which shall give General Reasonable notice of the name and place of any public sale of the Personal Property to be made. Reasonable notice shall mean notice given at least one (1) day before the date of which intended disposition of the Personal Property is to be made. Reasonable notice of the time and place of the sale of the Personal Property to be made.

Scale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property measured, calculated or otherwise determined in any manner.

Differentiate by jurisdiction. If governed by applicable law, Landlord may obtain a judgment for any deficiency remaining in the liquidation sale due under applicable law.

judicial **Procedure.** Landlord may obtain a judicial decree restraining Grantee's intrusion in all or any part of the Property.

Mortgagor in Possession. Lender shall have the right to be placed in possession or to receive a receiver appointed to take

Gainor said in negotiations to settle the Pyramids case, "I am not so interested in instruments recorded in the name of the Pyramids as I am in getting them back to the Pyramids." The Pyramids' lawyer, James C. Gandy, told the court he was "not particularly interested in getting the Pyramids back to the Pyramids."

Collateral Benefits. Lender shall have the right, without notice to Grantor, to take possession of all or any part of the Property and collect the Rent, including amounts due past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In interests in or other user of the Property to make payment of rent or fees directly to Lender, if the Rents are collected by Lender.

UCC Remedies. With respect to all or any part of the Personal Property, Lander shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

This Mortgage prepared by: David Peshek

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) 68

COUNTY OF COOK)

D.K.C. C.F.C.

On this day before me, the undersigned Notary Public, personally appeared DANIEL K. CHUNG AND CHRISTINA F. CHUNG, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of MARCH 19 93

By Edward B. Payne

Residing at DUPAGE COUNTY

Notary Public in and for the State of ILLINOIS

My commission expired OFFICIAL SEAL

Edward B. Payne
Notary Public, State of Illinois
My Commission Expires Nov. 10, 1990

93229694

UNOFFICIAL COPY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-16-2014 BY SP/SP

Property of Cook County Clerk's Office

EX-2014