SECOND MORTGAGE

THIS AGREEMENT is made this 26th day of November, 1996 by and

between:
HYUN SUH GU and SOOK HEE GU

1025 Voltz Road Northbrook, Illinois 60062

herein referred to as "Mongagors," and

FULIUS GILMAN 7640 W. Lake Street Morton Grove, Illinois 60053

herein teferred to is Mortgagees,"

THAT WHEREAS the Mongagors are justly indebted to the Mongagee upon the installment note of even date herewith, in the principal sum of ***One Humared Thirty Thousand and no/100-100 DOLLARS (\$130,000.00) payable to the order of and deliverable to the Mongagee, in and by which note the Mongagors promise to pay the said principal sum and interest at the rate and ir installments as provided in said note, with a final payment of the balance due on the 1st day of December, 1998 and all of said principal and him test are made payable at such place as the holders of the note may, from time to time, in writing appoint, and

in absence of such appointment, then at the home of the Mortgagee at 7640 W. Loke Morton Grove, Illinois.

NOW, THEREFORE, the Morgagors to secure the payment of the said principal said of money and said interest in accordance with the terms, provisions and limitations of this morgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sam of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and essigns, the following described Real Estate and all of their estate, right, title and interest therein, stuate, lying and bourg in the Village of Northbrook, County of Cook, in the State of Illinois, to wit:

THAT PART OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE FRIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE AND 56 RODS EAST OF THE NORTHWEST CORNER OF SAID SECTION RUNNING THENCE EAST 8 RODS; THENCE SOUTH 20 RODS; THENCE WEST 8 RODS; THENCE NORTH 26 FODS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

which, with the property hereinafter described, is referred to herein as the "premises"

Permanent Real Estate Index Number(s): 04-14-100-021-0000

Address(es) of Real Estate: 1025 Voltz Road, Northbrook, Illinois 60062

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mongagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), whereas, window shades, storm doors and windows, floor coverings, inadoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be apart of said 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 Mongagors or their successors or assigns shall be considered as constituting part of the real estate.

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0000 COUNTY RECORDER
\$2949 \$ DT *-96-909734

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

I Mongagors 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 and premises in good condition and repair, without waste, and free from mechanics or other hens 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 Mongagee; (4) complete within a reasonable time any building or buildings now or at any time in process of effection 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 Mongagors 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 may 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 mortgages 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 or the holder the eof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or teimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such oxyment might result in the imposition of interest beyond the maximum amount permitted by law, then and it such event, the Mortgagee may elect by notice in writing given to Mortgagors, to declare all of the independences 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 Mongagors covenant and agree to pay such tax in the manner required by any such law. The Mongagors further covenant to hold harmless and agree to indemnify the Mongagee, and the Mongagee's successors or assigns, against any liability incurred by reason of the imposition of any too 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 in y be provided in said note.
- 6. Mortgagors shall keep 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 progrent by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the targe 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 deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver tenewal policies 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, 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 contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due

and payable without notice and with interest there on at the highest rate now permitted by Illinois law linaction of Mortgagee shall never be considered as a waiver of any right accraing 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 hen or title or claim 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 Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) unmediately in the case of details in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three cases in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mongagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as still tional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by c. on behalf of Mongagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by filling slaw, when paid or incurred by Morigagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mongagee shall be a party, either as plaintiff, claimant of defendant by reason of this mongage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which the he affect the premises or the security hereof.
- 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 mentioned in the proceeding 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 impaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 premises 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, issues 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 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.

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- 13. No action for the enforcement of the hen or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in its 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 sains 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 hable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their hability and the her and all provisions here if 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 sivil telease this mortgage and lien thereof by proper instrument upon payment and discharge of all indeptedness 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 libile for the payment of the indebtedness or any part diereof, 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 Mortgagee named herein and the holder or holders, from time to time, of the note secuted hereby.
- 19. If all or any part of the Property or any interest in it is sold or transferred without the prior written consent of the Mongagee, then the Mongagee may, at its option, require immediate payment in full of all sums secured by this Mongage. If the Mongagee expresses this option, Mongagee shall give Mongagor nonce of acceleration. Any notice to Mongagor provided for in this Mongage shall be given by delivering it or by mailing it by certified mail, return receipt requested. The notice shall be directed to the property address or any other address Mongagors designate by notice to Mongagee. Any notice to Mongagee shall be given by certified mail, return receipt requested to Mongagee's address stated in the Mongage or any other address designated by notice to Mongagor.
- 20. The Mongagor specifically agrees that under no circumstances shall the equity in the premises to which this mortgage attaches be valued at less than \$125,000.00 or the Mongagor shall be deemed to be in default hereunder and the Note to which this Mortgage secures be accelerated and al momes due and payable immediately.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owners are: HYUN SUH GU and SOOK HEE GU

THIS MORTGAGE IS A SECOND MORTGAGE. This Mortgage secures a Promissory Note which by this reference is incorporated herein.

This mortgage consists of five pages. The covenants conditions and provisions appearing on pages 3, 4 and 5 are incorporar diherein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

Minicol the limited and S	tars of Montgagors me day and Jean mist ac	MAC MITHEIT
HYUN SUH GU	(SEAL)	Toolbeege (SEAL)
HYUN SUH GU	SOOK H	IEE GU
State of Illinois, County of C	Cook SS:	
I, the undersigned, a Notary	Public in and for said County, in the State : CERTIFY that:	aforesaid, DO HEREBY
IMPRESS	personally known to and to be the sa subscribed to the foregoing instrume	
SEAL	day in person, and acknowledged that the said instrument as their free and	at they signed, scaled and delivered
HERE	purposes therein set forth, including right of homestead.	•
Given under my hand and of	ficial scal, this day of	19 %
Commission expires	19 NOTHER	PUBLIC
This instrument was prepared Madison Street, Suite 505, Cl	by: Ian L. Erdos of Frank M. Greenfield dicago, Illinois	& Associates P.C., 200 West
Mail this instrument to:	lan L. Erdos, Esq. Frank M. Greenfield & Associates P. 200 West Madison Street Stitle 505	"OFFICIAL SEAL" CHERYL ANN NUTLEY Notary Public, State of Minols My Commission Expires 9/10/99

PAGE 2

Chicago, Illinois 60606-3412

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