ILLINOIS

ABSTRACT

MORTGAGE

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RAYMOND TO	GRANTOR	969516	QQ TO TO	BORROWE	R .:	e te soli de a l'	
BUSAN CHANG HUDBAND AND WIPE			BUBAN CHANG	. T\$0010 . \$7511	1 RECORDING TRAH 6819 4 C J *- K COUNTY REC	-96-9	\$27.50 10:18:00 5:1609 \$24.00
1245 STRATFORD	ADDRESS		1245 STRATFORD MORTHBROOK II, 60062		n igit kara atau	thu III se	

LENDER:

PIRST BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION 1223 OAKTON STREET DES PLAINES, IL 60018

- 1. GRANT. For good and valuation consideration, Grantor hereby mortgages and warrants to Lender to this Mortgages, the real probably described in Schedule A which is attached to this Mortgages and valuations with all future and prosent improvements and intuities; privileges, hereditements, and appurtenances; leases, licenses and o'her agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Granter's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreeme it:

PRINCIPAL AMOUNT/ OF EDIT UNIT	AGREEMENT DATE	WATURUTY DATE
46,340.00	12/09/1996	12/09/2011

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

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for CONSTIMER purposes

- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, [] this Mortgage secures in Indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and liens and encumbrances of record.
 - (b) Neither Granter nor, to the best of Granter's knowledge, any other party has used, generated, released, rischarged, 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. Granter shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any harardous whater cooks substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (if) -ethicum; (iii) mable or nontriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances materials or wastes designated as a "hazardous substance" pursuant to Section 301 of the Clean Water Act or listed pursuant to Section 301 of the Clean Water Act or any amendments or replacements to these statute; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery (ic. or any emendments 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) Granter 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 Granter 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 this Mortgage.
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written 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 Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declars the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by tederal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to 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 party.
- 10. INTERPERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel 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 INDEBTEDITESS THO MITHED FARTY: Lander shall be entitled to notify or require framer to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance of repailed to pay tension and in judicities and insurance compaled to pay tension and indebtedress or obligation owing to Grantor with to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession 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 Lander apart from its other property, endorse the instruments and other remittances to Lander, 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 time 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, ornission or delay pertaining to the 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 compilance 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, theft, 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 Lender, 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. Granter shall keen the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Granter 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 nianner. The insurance policies shall name Lender as a mortgagee and provide that no act or emission of Granter or any other person shall affect the right 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 proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Granter falls to acquire or maintain insurance, Lender providing notice as may be refuired by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an required coverage. Lender not, not as attermey-in-fact for Granter in making and setting claims under insurance policies, cancelling any policy or endorsing Granter's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Ohigations that payments directly to Lender instead of to Lender and Granter. Lender shall have the right, at its sole option, to apply such monies toward the Ohigations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the Cook of the cost of rebuilding and restoring the Property.
- 15. ZONING AND PRIVATE COVENA! 13. Granter 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 written consent. If Granter's use of the Property becomes a nonconforming use under any zoning provision, Granter shall not cause or permit such use to be discontinued or abundanced without the prior written consent of Lender. Granter will immediately provide Lender with written notice of any proposed changes to the zeroing provisions or private covenants affecting the Property.
- 16. CONDEMNATION. Granter shall immediately covide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Granter from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses of any other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Granter shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LECAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Cran or hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settlem or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions 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 over name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholder, dilectors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attenteys' to as and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Ctaims") 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 Lender to defend Lender from such Claims and pay the costs incurred in connection therewith. In the alternative, 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 Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Promov when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, tax is an I 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 held 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. Grantor shall allow Lender or its grants to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Crantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be refulne, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Fro yeary. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Propr. vy. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All in ormation 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 transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations and (b) whether Grantof possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the Object of the Obligations and the intended transferse with respect to the object of the Obligations and the Obligations and the Obligations and the object of the Obligations and the Obligations an
 - 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) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other prosent 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;

 - (a) 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.
- 23. 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 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;
 - (f) to foreclose this Mortgage;
 - (g) to set-off the Obligations against any amounts due to Grantor or Borrower 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.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor walves the posting of any bond which might otherwise be required.

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24 WAIVER OF HOMESTEAD AND CHER most s. Games have valves at homestern to other examplions to which Grantor would otherwise be entitled under any applicable law. If a hust a logic wife a short sign in this kipp sage and only one of the sign seems an owner of the Property, then the other spouse is signing for the sole purpose at walking was bim isters rights and other exemptions.

- 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage 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 sheriffs fee 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, filing 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, Grantor shall immediately reimburse Lender for all amounts (including attorneys' less and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor 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 or Borrower may be applied against the amounts paid by Lender (including attorneys' less 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. Granter hereby appoints Lender as its atterney-in-fact to endorse Granter'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 Granter under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Granter 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 iten, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 21. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' less and costs.
- 32. PARTIAL RELEASE. Let do 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 incidification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may penar a ray of Grantor's Obligations 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 amends, compromises, exchanges, title 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 Mortgage shall be blinding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, regatees and devisees.
- 35. NOTICES. Any notice or other communication to be provided 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 designate in writing from 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 'aw o' 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 the rate where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state
- 38. MISCELLANEOUS. Granter and Lender agree that time is of the essence. Granter waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Granter in this Mortgage shall inclured. It persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to trial by jury it 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 Granter and Lender partialning to the terms and conditions of those documents.

TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgage is executed by

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not personally but solely as Trustee under Trust Agreement dated	ard rown as Trust No.	- In
the exercise of the power and authority conferred upon and vested in it a	s such Trustee. All the terms, bit visions, stipulations, covenants and conditi	ions to be 🦠
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	on and belief and are to be constru- accordingly, and no personal liability	y snan be
asserted or be enforceable against stipulations, covenants and/or statements contained in this agreement. This	by reason of any of the terms, p	MOAISIONS.
and , one or more o	I whom is (are) also the maker(s) of the rivite sourced by the Mortgage, and	who also
may he the Reneficiary(s) of that certain Trust created with	as frust le under Trust Number	. ,,,,,,
pursuant to a Trust Agreement dated		
which has been an individual and the philadelphic and the control of the control		•
Grantor acknowledges that Grantor has read, understands, and agrees to the	terms and conditions of this Mortgage.	
Dated:	· ()	
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solely as Trustee under Trust Agreement dated	Dut .	
and known as Trust Number	r-program	
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State of INOFFIC	CORPORATE ACKNOWLED GMENT
County of COOK , ss.	ss. County of
the unders great a Notary	, a Notary
Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that raymond to suban chang	that as and
BUBBAND AND WIFE	85O [†]
	as Trustee under Trust Agroement dated, who are personally known
personally known to me to be the same person 💍 whose name	to me to be the same persons whose names are subscribed to the foregoing
subscribed to the foregoing instrument, appeared before me	instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said
this day in person and acknowledged that the signed, sealed and delivered the said instrument as the remainder of the and	instrument as their own free and voluntar / act and as the free and voluntary act
voluntary act, for the uses and purposes herein set forth.	of said Bank for the uses and purposes herein set forth. Given under my hand and official seal, this
Giver under my hand and official seal, this day of	Chiper (wider thy hand and official seat, one
Sacremba 1916	Notary Public
rolary Public	Commission expires:
Commission expires:	
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The state of the Council (III and the black)	
The street accress of the Property (Inapplicable) 1245 STRATFORD 100 THBROOK, IL	60062
Permanent Index No.(s): 04074010530000	
The legal description of the Property located in COOK	County, Illinois is:
Lot 1 in the First Addition to Gardin	Court Subdivision, being a Sub-
division in the Southwest Quarter and	
7. Township 42 North, Range 12 Bast of	
Cook County, Illinois.	0,
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	Cortico
	C'/
	(Q _A)
	74,
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For Recorder's Use:	
	CY
	This instrument was drafted by:
	FIRST BANK NATIONAL ASSOCIATION,
	DES PLAINES, IL 60018
	1223 GARTON STADAT
	DES PLAINES, IL 60018
	<i>S</i> /
	and
	After recording return to:
	FIRST BANK NATIONAL ASSOCIATION Lien Perfection Department
	P.O. Box 64778
	St. Paul, MN 55164-0778

Property of Coot County Clark's Office