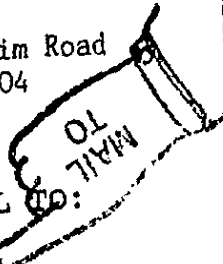


PREPARED BY:

Bank of Bellwood  
219 South Mannheim Road  
Bellwood, IL 60104



WHEN RECORDED MAIL TO:

Bank of Bellwood  
219 South Mannheim Road  
Bellwood, IL 60104

F		A
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T	1/30	V
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DEPT-01 RECORDING \$35.50  
T#2222 TRAN 3685 01/30/96 16:05:00  
#6050 # KE \*-96-079180  
COOK COUNTY RECORDER

TICAD TITLE INSURANCE

SC 318577

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

MORTGAGE  
(Participation)

This mortgage made and entered into this 20th day of January, 1996,  
by and between Chicago Title and Trust Company u/t/a dated 1/10/96 a/k/a Trust #1102500  
(hereinafter referred to as Mortgagor) and Bank of Bellwood  
(hereinafter referred to as Mortgagee), who maintains an office and place of  
business at 219 South Mannheim Road, Bellwood, IL 60104.

WITNESSETH, that for the consideration hereinafter stated, receipt of  
which is hereby acknowledged, the mortgagor does hereby mortgage, sell,  
grant, assign, and convey unto the mortgagee, his successors and assigns, all  
of the following described property situated and being in the County of  
Cook, State of Illinois, free from all rights and  
benefits under and by virtue of the homestead exemption laws. Mortgagor  
hereby releases and waives all rights under and by virtue of the homestead  
exemption laws of this state.

Lot 6 in the Briars of Brittany, being a Subdivision of part of the Southeast  
1/4 of the Southwest 1/4 of Section 8, Township 42 North, Range 11, East of the  
Third Principal Meridian, according to the Plat thereof recorded August 11, 1990  
as Document Number 90-591,188, in Cook County, Illinois.

Common address: 219 Brittany Court, Arlington Heights, IL 60004 #1102500 to Bank of Bellwood  
PIN 03-08-321-006

The lien of this mortgage and the note secured hereby are subject and subordinate to the lien of the mortgage dated  
January 20, 1996 and recorded as document number 96079178 from Chicago Title and Trust Company  
together 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 mortgagor hereby  
declaring that it is intended that the items herein enumerated shall be  
deemed to have been permanently installed as part of the realty), and all  
improvements now or hereafter existing thereon; the hereditaments and  
appurtenances and all other rights thereunto belonging, or in anywise  
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 mortgagor shall be entitled  
to the possession of said property and to collect and retain the rents,  
issues, and profits until default hereunder). To have and to hold the same  
unto the mortgagee and the successors in interest of the mortgagee forever in  
fee simple or such other estate, if any, as is stated herein.

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acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor 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 or to 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 indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee 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 such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit 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 further, that he will keep and maintain 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 erected on said premises.

i. He 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 mortgagee.

j. All awards of damages in connection 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 mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

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 mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness 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.

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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a);  
or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

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5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee 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, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure 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.

8. 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 note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 219 Brittany Court, Arlington Heights, IL 60004 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 219 South Mannheim Road, Bellwood, IL 60104.

11. Mortgagor on behalf of himself/herself and each and every person claiming by, through or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgement or any other appropriate relief in the event of foreclosure of this mortgage.

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9. IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

\_\_\_\_\_  
Anthony Kim

\_\_\_\_\_  
Young H. Kim

Executed and delivered in the presence of the following witnesses:

~~THE CHICAGO TRUST COMPANY~~

~~SEE ATTACHED EXCULPATORY  
CLAUSE FOR SIGNATURE~~

(Add Appropriate Acknowledgment)

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## Trustee's Acknowledgement

This mortgage is executed by Chicago Title and Trust Company not personally, but as Trustee under a deed or deeds in trust delivered pursuant to Trust Agreement dated 1/10/96, and known as Trust No. 1102500 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in a capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note, and its liability as such trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of the sale or other disposition thereof.

This sheet is attached to and forms a part of the certain mortgage dated 1/10/96 from the undersigned, Chicago Title and Trust Company, not personally but as a Trustee as aforesaid, Mortgagor, to Bank of Bellwood, Mortgagee, covering real estate in Cook County, Illinois.



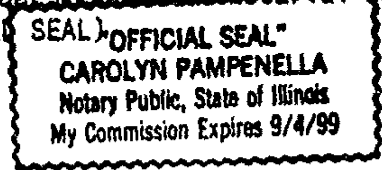
**THE CHICAGO TRUST COMPANY**

not personally but as Trustee as aforesaid.

By: [Signature] Asst. Vice President  
 By: [Signature] Asst. Secretary  
 STATE OF IL  
 COUNTY OF COOK } SS

I, CAROLYN PAMPENELLA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That EVYNE MICHEL and EVYNE JONES, of the THE CHICAGO TRUST COMPANY and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of JAN, 1996.



[Signature]  
 Notary Public

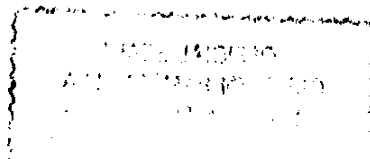
My Commission expires: \_\_\_\_\_

This instrument prepared by:

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**UNOFFICIAL COPY**  
(Land Trust Beneficiary)

For valuable consideration in hand paid by the Bank of Bellwood,  
the undersigned, as beneficiary under Chicago Title and Trust Company  
Trust Agreement dated January 20, 1996, commonly known as Land Trust  
No. 1102500, does hereby release and waive all rights under and by  
virtue of the homestead exemption laws of the State of Illinois, and hereby  
authorizes the Bank, as Trustee, to execute any Mortgage to the Bank of Bellwood  
or its assigns, free and clear from all rights and benefits to the  
beneficiaries, their heirs, successors or assigns, under and by virtue of said  
homestead exemption laws.

Date: 1/20/96

Anthony Kim  
Anthony Kim

Date: 1/20/96

Young H. Kim  
Young H. Kim

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY that Anthony Kim & Young Kim,

Personally known to me to be the same persons whose names are subscribed to  
the foregoing instruments, appeared before me this day in person, and  
acknowledged that they signed, sealed and delivered the said instrument as  
their free and voluntary act, for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 20 day of Jan,  
1996

Leslie Anderson  
Notary Public

My commission expires: \_\_\_\_\_

"OFFICIAL SEAL"  
LESLIE ANDERSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 7/10

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