96218572

PREPARED BY:

Foeter Bank 5225 N. Kedzie Avenue Chicago, IL 60625

WHEN RECORDED MAIL TO: Attn: Samantha Yi Poster Bank 5225 N. Kedzie Avenue Chicago, IL 60625

. DEPT-01 RECORDING

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COOK COUNTY RECORDER

SPICE ABOVE THIS LINE FOR RECORDERS USE ONLY

75 98317 JULD.

MORTGAGE (Participation) 33000

This mortgage made and entered into this lathday of March 1996, by and between roal Choi & No. Choi, not as joint tenents or tenents in common his as tempts by entirely. (hereinafter referred to as Mortgagor) and Foster Bank (hereinafter referred to as Mortgago), who maintains an office and place of business at 5225 N. Kedzie Ave., Thicago, IL 50625

witnesseth, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager does hereby mortgage, sell, grant, assign, and convey unto the mortgage, 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.

LOT 182 IN HUGUELET'S ORLAND TERRACE UNIT NUMBER 5. DEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTICE 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 15308 Royal Georgian Road, Orland Park, IL 60462 PIN# 27-15-213-010-0000

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 appurtanances and all other rights thereunto belonging, or in anywise appurtaining, 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.

BOX 333-CTI

STORISON.

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

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Said promision note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

- 1. The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner cherein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgages.
- c. He will pay such expenses and fees at may be incurred in the protection and maintenance of said property, including the fees of any protection and maintenance of said property, including the fees of any protection of any or all of the little terms of the collection of any or all of the confidences hereby secured, or foreclosure by mortgages's sale, or court confidences hereby secured, or foreclosure by mortgages's sale, or court confidences hereby secured, or foreclosure by mortgages's sale, or court confidences, or in any other litigation or proceeding affecting said throughout the paid that mortgages.
 - d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hareof (all in form satisfactory to mortgages). Furthermore, should mortgager fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgages 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 full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

- 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 is 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 die 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 mortgages; 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 maid 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 railding without the written consent of the mortgages.
- 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 mortgages, who may apply the same to payment of the installments last due under said note, and mortgages 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.

- 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 appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
- (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a);
- at the option of the mortgages, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and maxing 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 mortgages, or any person on behalf of said mortgages, 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 Fuddral, 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 roid 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 mortgager 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 Tof 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 mortgoor 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 mortgages 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.

- 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.
- In the event the mortgagor fails to pay any Federal, state, or local tax massessment, 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 to canceled and surrendered.
 - The ocvenants 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.
 - 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.
- Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 15308 Royal Georgian Road, Orland Park, IL 60462 and any written notice to be issued to the mortgagee shall be addressed to mortgagee at 5225 N. Kedzie Avenue, Chicago, II. 60623
- 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 mortgame's right to any remedy, legal or equitable, which mortgages 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 mortgagen's right to a deficiency judgement or any other appropriate relief in the event of foreclosure of this mortgage.
- Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

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

Yeol Choi

Hee Won Choi

Executed and delivered in the presence of the following witnesses:

Poster Bank/Karl Chang

5225 N. Kedzie Averso, Chicago, IL 60625

(Add appropriate Acknowledgment)

24581296

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOTS)
COUNTY OF COOK
SS.

for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Ven Chair and North Chair, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

Given under my hand and notarial seal this 1870 day of

(NOTARIAL SEAL)

OFFICIAL SEAE KATRIN GANJANI NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 3, 1996 Notary Public

My commission expires (8/3/76)

This instrument prepared by:

FOSTER BANK 5225 N. KEDZIE AVE., CHICAGO IL., 60625

ATTN: KATRIN GANJANI

9621857

Property or Cook County Clark's Office