PIRST MORTHWEST BANK 234 WEST MORTHWEST HWY ARLINGTON HTS., IL 60004 ARLINGTON HTS., IL 60004 847-670-1000 (Lender)

> COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

06-06-97 14:58 RECORDING 31.00 MATE 0.50 97401345

MORTGAGE

GRANTOR	BORROWER	
YON R CHONG REGINA CHONG d/b/a ELITE CLEAMERS	YON K CHONG REGINA CHONG d/b/a ELITE CLEANERS	
ADDRESS	ADDRESS	
1714 W MYRTLE DRIVE MT PROSPECT, IL 60056	1714 W NYRTLE DRIVE MT PROSPECT, IL 60056	
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION	ON NO.
847-427-1288	847-427-1288	
GRANT. For good and valuable consideration, Grabove, the real properly described in Schedule A which is with all future and present improvements and fixtures; privated other agreements; representations and profits; water, well.	irrached to this Mortgage and incorporated herein liberary, hereditaments, and appurtenances; leases.	togetner licenses

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenance (cum_detively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements.

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER WARBER	LOAN NUMBER
VARIABLE	\$60,000.00	06/03/97	06/03/02	0307502	9002
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- all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes then the foregoing);
- 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 -----... purposes.

This Mortgage secures the repayment of all advances that Lender may extend to 4. FUTURE ADVANCES. Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness, so secured shall not exceed \$ _______ X. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other

LP 2301 : Farmisian Technologies, Inc. (5/29, 95) (900) 907 3799

g. EXPENSES. To the extent penultarity late, the Mortgage or to maintain, preserve, or dispose of the Property. Including but not maintain to assessments, or insurance on the Property, plus interest thereon. 8. CONSTRUCTION PURPOSES. If checked, 🗀 this Mongage secures an Indebtedness for construction purposes. 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lander (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hezardous Materials", as defined herein, in connection with the Property or transported any Hezardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hezardous Materials" shall mean any hezardous weste, toxic substances or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) frieble or nonfrieble asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wastes designated as a "hezardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hezardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinarial now or hereafter in effect;

(d) Grantor has the date and but authorized to manufacture and perform its Obligations under this Materians and these

(c) Grantor 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 so binding on Grantor at any time;

(d) No action or proceeding is or chall 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 materiary affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuent to this Mortgage.

a. TRANSPERS OF THE PROPERTY OR PENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person without the prior written approval of Le idea 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 declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

9. NECLUMES AND NOTIFICATION TO THIRD PARTY. 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 aim in indicate.

A. INTERFERENCE 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 \$779 payment in connection with any lease of other agreement ("Agreement") pertaining to the Property. In addition, Gravial, without Lender's grior 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 paced woon Grantor's rights, tills 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. M.G. antor 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

11. COLLECTION OF INDESTEDNESS FROM THIND PARTY. Lender shall be existed to notify or require Grantor to notify any third party (Including but not limited to, lesses, licenses, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to (are Properly (cuttulatively Indebtedness) whether or not a default exists under this Mortgage. Grantor shall deligent to order the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event time Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness follower; the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness of the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in the light for Lander spart from its other property, endorse the instruments and other remittances to Lander, and immediately provide Lander with possession of the instruments and other remittances. Lander 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 collected upon, or otherwise), extend the indebtedness whether or not an event of default exists under this Agreement. Lander shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any demands resulting therefrom.

12. USE AND MANITENANCE 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 weste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander'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 Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole

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.

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ta. INSURANCE. Grantor shall keep the Property Insured for its full-value against all hazards including loss or damage caused by fire, collision, their, flood (if applicable) or other casualty. Grantor 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 teast thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor 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 ontion. Lender may apply the insurance proceeds to the repair of the Property 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 Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may secured nereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor'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 Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations 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 due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

15. ZONING AND PRIVATE COVENANTS. Grantor 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 Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abcordened without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any property changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are here'by assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other codes (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the optical of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be conjected to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENC OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatener action, suit, or other proceeding affecting the Property. Grantor 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 settle any daim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission of civilary 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 own 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 shareholders, directors, officers, employees and agents with whiten notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and logal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall have legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therwish. 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 Montages. survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessing a relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one (welfth (1/12) of the estimated annual insurance premium, taxes and 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 ageinst 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 thender or its agents 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. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in standard records and records the genuine, true, accurate the deligible to the respects. Grantor shall note the existence of Lender's beneficial interest in its books and records partaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. 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 information 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 transferee 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 Grantor 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 transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
- 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 present or future, written or oral, agreement;

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(c) allows the Property to be damaged destroyed force state in an orange respect:
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;

let allow accide to be used on, transported or stored on the Property, the possession, transportation, or use of which, is Begal; or

(f) causes Lander to deem itself insecure in good faith for any reason.

23. FEGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to inclee 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 Lander any personal property constituting the Property at a conably convenient to Grantor and Lender,

(d) to collect all of the rents, leaves, 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 weste to the Property;

(f) to foreclose this Mortgage;
(g)to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
(h) to exercise at 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 welve the posting of any bond which might otherwise be required.

- 24. WAIVER OF HOXESTEAD AND OTHER RIGHTS. Grantor hereby weives all homestead or other exemptions to which Grantor would otherwise as entitled under any applicable law.
- 25. SATISFACTION. Upon tile/payment and performance in full of the Obligations, Lunder will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Except as prohibited by law. Grantor shall be responsible to pay any custs of recordation.
- APPLICATION OF FORECLOSUME PROCEEDS. The proceeds from the foreclosure of this Morigage and the sale of the Property shall be applied in the following menner: first, to the payment of any sheriff's fee and the st of its expenses and costs; then to reimburse wants for its expenses and costs of the sale or in connection with e or in connection with securing. ring and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including but not limited to, attorneys' fees, legal expenses, f (in) fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REMINURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lander for all amounts (including attorneys) fires and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor (if the exercise of any right or remedy of Lander under this Mortgage, together with interest thereon at the lower of the higher; rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbur empirit. 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 may be applied against the amounts paid by Lender (including attorneys' fees 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 Lander chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney in lact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. It addition, Lander shall be entitled, but not required, to perform any action or execute any document required to be taken or electrical by Grantor under this fortgage. Lender's performance of such action or execution of such documents shall not inlieve Grantor from any Difiguition or cure any default under this Mortgage. The powers of attorney described in this perforaph are coupled with an interest and are irrevocable.
- 38. SUBROGATION OF LENDER. Lander shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether the liens, security its or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lander 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. Lender 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 modification 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 perform any of Grantor's Obligations or delay or fall 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, falls 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 binding upon and inure to the benefit of Grantor and Lander and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legistees and devisees.

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Moltgage shall be in writing and sent to 35. NOTICES. Any notice the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to 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 law or 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 state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

36. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in 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 Grantor and Lender pertaining to the terms and conditions of those documents.

39. ADDITIONAL TERMS.

COO	
Grantor acknowledges that Grantor has read, understands, a	nd agrees to the terms and conditions of this Mortgage.
Dated: JUNE 3, 1997	
GRANTORYOM & CHONG CLEANERS	GRANTOR REGINA CHONG
YOU K CHONG	REGINA CHONG
GRANTOR	GENTOR
GRANTCR:	GRANTOR
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GRANTOR	GRANTOR

97401345

MOFFICI	AL COPY
County of	County of
I and M Kllssis a notary public in and for said County, in the State aforesaid, DO	The forecoing instrument was acknowledged before me
HEREBY CERTIFY that MADIN K CARNA AND MANAGED	Acad
personally known to me to be the same person 5 whose name	<i>.</i>
instrument, appeared before me this day in person and acknowledged that	
seeled and delivered the said instrument as	on behalf of the
Given under my hand and official seal, this	•
anne M Vlesson	Notary Public
Commission OFFICIAL SEASON	Commission expires:
ANNE M KLESSEM MOTARY RUBLE, STATE OF ILLINO SCHEDI	
The street and a transfer of the Property (Prapa Cab's) (5:1714 N M	YRTLE DRIVE
Permanent Index No.(s): 08-10-408-020	
The legal description of the Property Is: LOT 6 IN COLONIAL MEIGHTS FIRST ADDITION, SELECTS 5, 6 AND 7 IN CHRISTS DIVISION, BEING A GUARTER (EXCEPT THE WEST MALF OF THE SOUTHWEST, TOWNSHIP 41 MORTH, RANGE 11, MAST OF THE ACCORDING TO THE PLAT OF SAID COLONIAL HEIGHT	SUBDIVISION OF THE SOUTHEAST OF QUARTER THEREOF) OF SECTION OF SECTION
OFFICE OF THE REGISTAR OF TITLES OF COOK COURS	NTY, ELLINOIS ON MAY 16, 1961
De- Lig. 12 435	TS PAST ADDITION REGISTERED IN WITH, PLUINOIS ON MAY 16, 1961
	'SO ₂₅₀

SCHEDULE 8

NTG FROM SHELTER MTG CORP DTD 3/31/93 RCD 4/15/93 POR \$152,000

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This instrument was prepared by: TODD IN BIRCH

After recording return to Lender.

UP 8,501 & Fermillann Technologies, Inc. (8-70/68), (600) 937-3759

money/K_PCmm