2003-04-03 12:00:21

Cook County Recorder

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[Evens Shave This Live For Describes Date]
This instrument was prepared by:
Foster Bank/LISA KANG 5225 N Kedzie Chicago, IL 60625  When recorded return to: (Name and Address)  Foster Bank#8039200 C/O C!(EF, SOO KIM 5225 N Kedzie Chicago, IL 60625
TOSTET BANK#8039200 G/O CREF SOO KIM 19225 N. KEDZIE GRIGAGO JL 160625
DEFINITIONS
Words used in multiple sections of this do ument are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated
together with all Riders to this document.  (B) "Borrower" is SOON HA CHON, UNMARRIED  RETITIE JOYAK Y
Borrower is the mortgagor under this Security Instrument.
Borrower is the mortgagor under this Security Instrument.  (C) "Lender" is FOSTER BANK  Lender is a Corporation organized and existing under the laws of the state of Illinois Lender's address is
Lender is a Corporation organized and
5225.N KEDZIE, CHICAGO, IL 60625
the mortgagee under this Security Instrument.  (D) "Note" means the promissory note signed by Borrower and dated 12-18-2002
The Note states that Borrower owes Lender ningty thousand and no/100.
Dollars (U.S. \$ 90,000,00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than0.1-20.18
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due
under the Note, and all sums due under this Security Instrument, plus interest.  (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders
are to be executed by Borrower [check box as applicable]:
☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
□ Balloon Rider □ Planned Unit Development Rider □ Other(s) [specify]
(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
Form 3014 1/01

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ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

ref: 1/2001

Bankers Systems, Inc., St. Cloud, MN Form MO-1-(L. 10/16/2000

and demands, subject to any encumbrances of record.

ILLINOIS—Single Family—Farmie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims encumbrances of record. appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOCKTHER WITH all the improvements now or hereafter erected on the property, and all easements,

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.("Property Address"):	<b>₽</b> £909	sionilli	CHICAGO	••
	[\$eenj2]		•	
106#1	6450.W. BERTEAL		nich currently has the address of	ĮŅ

0111-470-604-81-ME1 .N.I.9

SEE ATTACHED

TOO OX COOK County Jobs of Recording Jurisdiction] [Name of Recording Jurisdiction] Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of cale, the following described property located in the

modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security This Security Instrument secures to Lender: (1) the repayment of the Loan, and all renewals, extensions and

TRANSFER OF RIGHTS IN THE PROPERTY

(P) "Successor in Interest of Powerwar" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

loan" even if the Loan does no qualify as a "federally related mortgage loan" under RESPA. "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage

or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional (O) "RESPA" means are Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing

plus (ii) any amounts under Section 3 of this Security Instrument. (N) "Periodic Pryment" means the regularly scheduled amount due for (i) principal and interest under the Note,

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the

in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any (K) "Escrow Items" means those items that are described in Section 3. telephone, wire transfers, and automated clearinghouse transfers.

includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by

magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, organization.

that are imposed on Borrower or the Property by a condominium association, homeowners association or similar (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as meg be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may except any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunde. Or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Procee's. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts me under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance

of the Note.

If Lender receives a payment from Borrower for a delir quent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each pryment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the

Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lie or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premians for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, in any or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in a co. dance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time any ing the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Lender may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lend

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Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

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ILLINOIS—Single Family—Famile Mae/Freddie Mac UNIFORM INSTRUMENT

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, at Lender's option and borrower's expense. Lender is under no obligation to purchase any particular type or If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage,

Agency in connection with the review of any flood zone determination resulting from an objection by Borrower. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management each time remappings or similar changes occur which reasonably might affect such determination or certification. services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove requires. What Lender requires pursuant to the preceding sentences can change during the 'erm of the Loan. The hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender Property insured against loss by fire, hazards included within the term "extended coverage," and any other

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the service used by Lender in connection with this Loan.

Lender may require Borrower to pay a one-time charge for a rest estate tax verification and/or reporting

this Section 4.

which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security Instrument, Lender may give Borrower a notice dentifying the lien. Within 10 days of the date on Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security enforcement of the tien while those proceedings are pending, but only until such proceedings are concluded, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the Lender, but only so long as Borrower is performing uch agreement, (b) contests the lien in good faith by, or POLIOMEI: (3) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless are Escrow Items, Borrower shall pay them in the manner provided in Section 3. Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

4. Charges; Liens. Borrover shall pay all taxes, assessments, charges, fines, and impositions attributable

Borrower any Funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to

RESPA, but in no more than 12 monthly payments.

RESPA, and Borrower that pay to Lender the amount necessary to make up the deficiency in accordance with necessary to make up are shortage in accordance with KESPA, but in no more than 12 monthly payments. If there is a deficiency of Fords neld in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, Lender anal notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess fonds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under

Borrower, without charge, an annual accounting of the Funds as required by RESPA. and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be verifying the Escrow Items, unless Lender pays borrower interest on the Funds and Applicable Law permits Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the

this Section 3. upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not the form due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for its Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or it lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unraid under the Note or this Security Instrument, whether or

not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Increations. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly report the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it was reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at

the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to,

representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has

to and shall be paid to Lender.

premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned

Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance that were upperpad of the dien of suphage of such carriers and of the dien of suphage Insurance that were upperpad of the dien of suphage of such carriers.

for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has-if any--with respect to the Mortgage

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe

arrangement is often termed "captive reinsurance," Further:

As a result of these agreements, Lender, any purchaser of the Note, anomor insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements may require the mortgage insurer to make payment using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurance reimburses Lender (or any entity that furchases the Note) for certain losses it may

Borrower's obligation to pay interest at the rate provided in the Nor such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for Mortgage Insurance in effect, or to provide a non-refordable loss reserve, until Lender's requirement for payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required required full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments it Mortgage insurance coverage (in the amount and for the period that Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. equivalent to the Morgage Insurance previously in effect, at a cost substantially equivalent to the cost to premiums for Mortgage insurance, Borrower shall pay the premiums required to obtain coverage substantially provided such insurance and Borrower was required to make separately designated payments toward the Morigage insurance coverage required by Lender ceases to be available from the morigage insurer that previously Borrower shall po the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the 10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, the merger in writing.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Dorrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to

shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and

all actions authorized under this Section 9.

the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or

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had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any,

paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately lewes the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security

Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) of ers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the Jair the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in

the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waive . Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with

regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security

Form 3014 1/01

THINORIS PRINCE SINGLE PROBLEM MAC UNIFORM INSTRUMENT

and (a) takes such section as Lender may reasonably require to assure that Lender's interest in the Property and Bortower's obligation to pay the sums secured by this Security rights under this Security. meured for the purpose of profecting Lender's interest in the property and rights under uns secured by this Security and tights under the same secured by this Security and tights under the same secured by this Security and rights under the same secured by the Security and Tables and Tables and Tables and Tables and Security and Tables and including, but not imited to, reasonable attorneys. rees, property inspection and valuation rees, and other rees in the property and rights under this Security Instrument, but the purpose of protecting Lender's inferest in the property and included to assure that Lender's interest in the property and included to assure that Lender's interest in the property and assure that Lender's interest in the property and included the property in t men would be due under this Security instrument and the property inspection and valuation fees, and other fees, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees including, but not limited to, reasonable attorneys' fees, property and rights under this Security Instrument, including, but not limited to, reasonable attorneys' fees, property and rights under this Security Instrument, including, but not limited to, reasonable attorneys' fees, property and rights under this Security Instrument, including, but not limited to, reasonable attorneys' fees, property and rights under this Security Instrument, including, but the purpose of protecting Lender's interest in the property and rights under this Security Instrument, including, but the purpose of protecting Lender's interest in the property and rights under this Security Instrument, including, but the property is a specific to the property in the property in the protection of the property in the p uogment enforcing mis security instrument. Those conditions are that borrower: (a) pays Lenger att sums which then would be due this Security Instrument and the Note as if no acceleration had occurred; (b) cures any then would be due there in enforcing this Security Instrument, and the Note are incurred in enforcing this Security Instrument, default of any other covenants. period as Applicable Law migni specity for the termination of borrower's right to remarket, (a) pays Lender all sums which period as Applicable Law migni specity for the termination of borrower's right borrower; (b) pays Lender all sums which period as Applicable Law migni specify for the total borrower; (c) pays Lender all sums which period as Applicable Law migni specific that the total sum of the total sum o independent enforcing this Security Instrument. Those conditions are that Bottower: (a) pays Lender all sums which instrument. (b) such of a such of such of a such of such of a earliest of the Property pursuant to Section 22 of this Security Instrument; (b) such other of the Asys before sale of the Property pursuant to Section 22 of this Security Instrument; (c) entry of a specify for the termination of Borrower's right to reinstate; of (c) entry of a period as Applicable Law might specify for the termination of Borrower's right to reinstate; of (c) entry of a period as Applicable Law might specify for the termination of Borrower's right to reinstate; of (c) entry of a period as Applicable Law might specify for the termination of Borrower's right to reinstate; of (c) entry of a period as Applicable Law might specify for the termination of Borrower's right to the section of th 19. borrower's kight to keinstate Aiter Acceleration. If Borrower's meets cecuring the prior to the earliest shall have the right to have enforcement of this Security Instrument, 22 of this Security Instrument, (b) such other 10 in the prior to the property pursuant to Section 22 of this Security Instrument, (b) such other 10 in the property pursuant to Section 22 of this Security Instrument, (b) such other 10 in the property pursuant to Section 22 of this Security Instrument, (b) such other 10 in the property pursuant to Section 22 of this Security Instrument, (b) such other 10 in the property pursuant to Section 22 of this Security Instrument, (c) such other 10 in the property pursuant to the property pursuant to the such other 10 in the property pursuant to the such other 10 in the property pursuant to the property pursuant to the property pursuant to the property pursuant to the pursuant to the pursuant to the property pursuant to the pursu or demand on borrower. S Right to Reinstate After Acceleration. If Borrower meets ce ain conditions, Borrower of the earliest instrument discontinued at any time prior to the earliest base the right to have enforcement of this Security Instrument notice of demand on Borrower.

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If all of any part of the Property of any interest in the Property is sold of transferred by this Security Instrument.

If all of any part of the Property of any interest in such exercise is prohibited by Applicable Law.

Lender may require immediate payment if such exercise is prohibited by Applicable Law.

Lender may require immediate by Lender if such exercise is prohibited by Applicable Law. nen, me ment of the property of any Interest in Borrower as a runne date to a purenaset.

Hell or any part of the property of any Interest in the property is sold or transferred (or if Borrower is sold or transferred (or if Borrower is prior written that of the property of any Interest in Borrower is sold or transferred (or if Borrower is not transferred (or if Bo

17. Borrower's Copy, Borrower shall be given one cop of the Mote and of this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property" means any legal or beneficial interest in the Property or a Beneficial interest in the Property, including, installation as ales contract or escrow including. Transferred for a Beneficial interest in the Property, installation is allower is not beneficial interest in the Property, installation in Section interest in the Property is a runny date to a purchaser.

18. Transfer of the Property of any Interest in the Property is old of transferred (of it Borrower is not beneficial interest in the Property is old of transferred (of it Borrower is not beneficial interest in the Property is of transferred (of it Borrower is not transferred (of it Borrower is not beneficial interest in the Property is of transferred (of it Borrower is not transferred (o and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

18. Transfer of the Property of a Beneficial Interest in Softweet. As used in this Section 18, "In 18. Transfer of the Word in this Section 18," In 18. Transfer of the Property of a Beneficial Interest in Softweet. corresponding neuter words or words of the reminine geneer; (b) words in the singuist snatt mean and mental and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy, Borrower shall be given one copy of the Note and of this Security Instrument of the state of the Note and of the Security Instrument of the Note and of the Security Instrument of the Security or need in the singular sold include the correction without any obligation to take any action.

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to structure the mean and include the masculine sender shall mean and include the masculine sender shall mean and include the the masculine sender shall mean and include the masculine sender shall mean and include the shall mean and incl As used in this Security Instrument:

As used in this Security Instrument of the Note which can be given to without the conflicting provision. As used in this Security Instrument:

As used in this Security Instrument:

As used in this sender shall have sender shall be sender shall be sender. be construed as a promotion against agreement by contract, in the event that any provision or clause of this foculty instrument or the Note which can be given effect without the conflicting provision.

might be suem, but such silence shall not such silence shall not affect other provisions of this construct as a prohibition against agreement by contract. In the event that any provision of clause of this becoming as a prohibition agreement by contract. In the event that any provision of this construct as a prohibition agrees of the construct as a prohibition agrees of this decent as a prohibition agree of this contract. might explicitly or implicitly allow the parties by contract. In the event that any provision or clause of this contract of it might be silent, but such silence shall not might be silent, our supplicitly allow the parties to refree by contract. In the event that any provision or clause of this construct. recensed. An rights and only included in which the parties to states by contract of it might be silent, but such silence shall not high explicitly or implicitly and the parties to state or it is implicitly or implicitly allows the parties of the parties this Security Instrument, the Reversability; Rules of Construction, This Security Instrument shall be governed by the Government shall be governed by the Government of the Junisdiction in which the Property is located. All rights and obligations contained in the law, Applicable Law, All Law, Applicable Law, All Law, Applicable Law, Applicable Law, Applicable Law, Applicable Law, All Law, Applicable Law, Applica

given to Lender until actually received by the Security Instrument is also required in under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument. nouse to hortower. Any nouse in counteenant with salisty the corresponding requirement under the figure of the corresponding requirement also leaves the first of the corresponding requirement and the first of the f mailing if by first class mail to Lender's address stated herein unless Lender by this Security Instrument by this Security Instrument by this Security Instrument is also motice to Lender by Lender is also motice to Lender by the Security Instrument is also motice to Lender Lender by the Security Instrument is also motice to Lender Lender by the Security Instrument is also motice to Lender Lender Lender by the Security Instrument is also motice to Lender Lende treport a conice address if sem in the form actually delivered to Borrower's notice address if sem in borrower which in by first class mail or when actually delivered to Borrower shall only conform the security from the security

In writing. Any nouse to horrower in connection with this Security instrument shall be deemed to have been upon the horrowers unless Applicable Law. The other means the horrowers unless Applicable Law. 13. Nonces, An nonces given by bottower of lender in connection with this Security Instrument shall be deemed to have been in when actually delivered to Bottower's notice address if semigiven to Bottower's notice address in Botto acuon borrower mign nave arsing our or such overcharge.

15. Notices, All notices given by Borrower of Lender in connection with this Security Instrument to have been standard to borrower in connection with this Security Instrument shall be deemed to have been standard to have been sta

Prepayment without any prepayment charge (whether of not a prepayment to Bostower will constitute a waiver of any prepayment of any overcharge. Prepayment with the payment to notioner. It a retund reduces principal, the reduction will constitute a waiver of any prepayment charge (whether of not a prepayment to Borrower will constitute a waiver of any properties of the constitute of the payment of the p

remaded to borrower. Lender may choose to make this return by reducing the principal owed under the Note of Dy Teducion will be treated as a partial by making a direct payment to Borrower. If a returnd reduces principal, the reducion will be treated as a partial by making a direct payment to not a prepayment charge is provided for under the Note). permined timit, and (b) any sums already conecred from borrower which principal owed under the Note of permined under the Note of permined under the principal owed under the Note of permined to Borrower. It a refund reduces principal, the reduction will be treated as a partial by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial by making a direct payment to Borrower. remitted to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or Permitted in connection with the Loan exceeded the charges to the smount necessary to reduce the charges collected from Borrower which exceeded permitted limits will be permitted from Borrower which exceeded permitted limits will be permitted from Borrower which exceeded permitted limits will be smount in a such loan charges to make this refund by reducing the principal owed under the Note or refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or refunded to Borrower. If the Loan is subject to a law which sets maximum toan enarges, and that the Loan exceed the permitted to other loan charges collected of to be collected by the amount necessary to reduce the charge to the function with the Loan exceed the permitted to the loan charge shall be reduced by the amount necessary to reduce the charge to the finite. sted by this Security instrument or by Applicable Law loan charges, and that law is finally interpreted so that the Loan exceed the permitted in connection with the Loan exceed the permitted if the Loan exceed the permitted is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the permitted in connection with the Loan exceed the permitted in the Loan exceed the permitted in the loan charges collected or to be collected in connection with the Loan exceed the permitted in the loan exceed the loan exc tees, me ansence of express aumority in this Security instrument to charge a specific fees that are expressly to constitue as a prohibition on the charging of such fee. Lender may not charge fees that are expressly to constitue as a prohibition on the charging of such fee. Lender may not charge fees that are expressly to constitue as a prohibition on the charging of such fee. rument, metuding, but not timited to, attorneys' tees, property inspection and valuation tees, in regard to any express authority in this Security Instrument to charge a specific fee to Borrower shall see expressly the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall see expressly the absence of expressing of such fee. Lender may not charge fees that are expressly the construct as a prohibition on the charging of such fee. Lender may not charge fees that are expressly the construct as a prohibition on the charging of such fees.

including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any et fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall etces, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall etces, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall etces.

## UNOFFICIAL COPY Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require

Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the moregage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration giver w Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provinces of this Section 20.

notice and opportunity to take corrective action providions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formarden de, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can

cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in viortion of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of any Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, Lemand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument,

(page 9 of 10 pages) SHC

title evidence, remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the sums secured by this Security Instrument without further demand and may foreclose this Security before the date specified in the notice, Lender at its option may require immediate payment in full of all a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the

fee is permitted under Applicable Law. this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all

impose in connection with the Alacement of the insurance, until the effective date of the cancellation or expiration Borrower will be respondible for the costs of that insurance, including interest and any other charges Lender may insurance as required or Be trower's and Lender's agreement. If Lender purchases insurance for the collateral, insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained any claim that is anote against Borrower in connection with the collateral. Borrower may later cancel any protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of rights under and by virtue of the Illinois homestead exemption laws.

Instrument and in any Rider executed by 201, ower and recorded with it. BY SIGNING BELOW, Borrower acrepts and agrees to the terms and covenants contained in this Security

The costs of the insurance may be and e than the cost of insurance Borrower may be able to obtain on its own. of the insurance. The costs of the irsurance may be added to Borrower's total outstanding balance or obligation.

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	n person, and acknowled	ed before me this day i	personally known to me to be the s to the foregoing instrument, appear signed and delivered the instrument
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ILLINOIS—Single Family—Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-IL 10/16/2000

STREET ADDRESS: 6450 W BERTEAU AVE #301

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 13-18-498-999-1066

#### LEGAL DESCRIPTION:

PARCEL I:

UNIT 3-301 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENLAKE CONDOMINIUM NO. 2 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 99465987, AS AMENDED FROM TIME TO TIME, IN PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE EXCLUSIVE 10HT TO THE USE OF PARKING SPACE 93-36 AND STORAGE SPACES3-36, LIMITED COMMON ELEMENTS & DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 99465987, AS AMENDED.

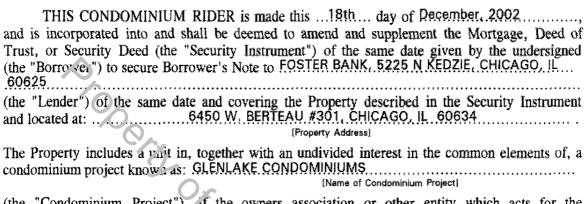
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Property of Cook County Clerk's Office

30446066

#### CONDOMINIUM RIDER



(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owner: Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Conceminium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, carthquakes and floods, from which Lender requires insurance, then:
- (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and
- (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

Form 3140 1/01

R O O A O

MULTISTATE CONDOMINIUM RIDER—Single Family—Fannis MaelFreddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form CONDO-R 9/1/2000

(page I of 2 pages)

# 30446066

## **UNOFFICIAL COPY**

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is and provisions contained in	Borrower accepts and agrees to the term	BY SIGNING BELOW,
		Borrower requesting paym
nbou volice from Lender to	rate and shall be payable, with interest	disbursement at the Note
sear interest from the date of	erms of payment, these amounts thall b	Lender agree to other to
rument. Unless Borrower and	em. Any amounts disbursed by Lender of Borrower secured by the Security Insti-	become additional debt o

F. Remedies. If Borrower does not pay condoninium dues and assessments when due,

(iv) any action which would have the effect of rendering the public liability insurance

(iii) termination of professional management and assumption of self-management of the

(ii) any amendment to any provision of the Constituent Documents if the provision is for

E. Lender's Prior Consent, Borrower shall not, except after notice to Lender and with

Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to

applied by Lender to the su as secured by the Security Instrument as provided in Section II.

coverage maintained by the Owners Association unacceptable to Lender.

casualty or in the case of a taking by confermation or eminent domain;

Owners Association; or

Bottower

the express benefit of Lender;

form, amount, and extent of coverage to Lender.