



Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 07/09/2003 08:45 AM Pg: 1 of 6

This document was prepared by:  
Foster Bank / Cindy  
5225 N Kedzie  
Chicago, IL 60621  
Please return to:  
5225 N Kedzie Ave., Chicago, IL 60625

30X169

State of Illinois \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

**MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 05-23-2003 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: PHILLIP H. KIM and CHUNG SUK KIM, AS TENANTS BY THE ENTIRETY  
3150 ELDER CT.  
NORTHBROOK, IL 60062

REI Title 213191 2 of 2

LENDER: FOSTER BANK  
Organized and existing under the laws of the state of Illinois  
5225 N KEDZIE  
CHICAGO, IL 60625  
36-3626549

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:  
LOT 54 IN HEATHERCREST UNIT FIVE, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTIN 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 04-17-215-009-0000

The property is located in COOK (County) at 3150 ELDER CT.  
NORTHBROOK (City), Illinois 60062 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s))

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B.  
future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any  
missory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender executed  
in signs this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one  
gages and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more  
h all or part may not yet be advanced. All future advances and other future obligations are secured as if made  
e date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make  
onal or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

future obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law,  
ing, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee  
ditional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the  
Pr and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security  
In  
that Lender fails to provide any necessary notice of the right of rescission with respect to any additional  
secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagee's  
principal  
reference  
paragraph A of this section).

**E. COVENANTS.** Mortgagee agrees that the covenants in this section are material obligations under the  
and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may refuse to make  
lensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagee's breach, Lender  
e Lender's right to later consider the event a breach if it happens again.  
Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the  
terms of t

**Prior Sec** With regard to any other mortgage, deed of trust, security agreement or other lien document that  
r security interest or encumbrance on the Property, Mortgagee agrees to make all payments when due and to  
perform c  
any future  
ances under any note or agreement secured by the lien document, without Lender's prior written approval.

**ist Title.** Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents,  
other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies  
that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to  
Lender, as  
materials t  
Lender, as  
requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or  
intain or improve the Property.

**Property** Mortgagee will keep the Property in good condition and make all  
dition, Alterations and Inspection. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the  
reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the  
Property. ]  
repairs the  
Property.  
Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior  
consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's  
Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee,  
or damage to the Property.

inspector shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for  
action of the Property shall be entirely for Lender's benefit and Mortgagee will in no way rely on  
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**Authority to Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**Condemnation.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**Insurance.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.





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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**10. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

**11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**12. SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**13. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**14. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

