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ILLINOIS	
ANTI-PREDATORY LENDIN	
DATABASE PROGRAM	
CERTIFICATE OF COMPLIANC	Doc#: 0924533101 Fee: \$122.0 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 09/02/2009 01:59 PM Pg: 1 of 18
The property is id€ntified as: PIN: 25	-28-202-028-0000
Address (Street): 11947 S. Yale Street line 2: City: Chicago	State: IL ZIP Code: 60628
Lender: Covenant Bank 1111 S. Homan Ave. Chicago, IL 60624 708-776-2008	00/
Borrower Name(s): Christopher B. Ch Young-Ae Choe	100
Loan / Mortgage Amount: \$77,100.00	
Pursuant to 765 ILCS 77/70 et seq., this record a residential mortgage secured I HELOC.	s Certificate authorizes the Cook County Recorder of Deeds to by this property and, if applicable, a simultaneously dated
HELOC.	
Certificate number:	Execution Date:





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かっててつかっ	WHEN RECORDED, MAIL TO: Covenant Bank 1111 S. Homan Ave. Chicago, ILLINOIS 60624 This institutent was prepared by: Coverant B ink 1111 S. Homic Ave. Chicago, ILLINOIS 60624 708-776-2001
9	[Space Above This Line For Recording Data]
0	MORTGAGE
6	DEFINITIONS
120	Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of vords and in this document are also provided in Section 16.
Ø	(A) "Security Instrument" means this document, which is dated August 20, 2009, together with all Riders to this document.
-	(B) "Borrower" is Christopher B. Choe, Stit attractors Young-Ae Choe, as joint tenants. Borrower is the mortgagor under this Security
_	Instrument.  (C) #I and an is Course to Book London is a Course to Book Lon
•	(C) "Lender" is Covenant Bank. Lender is, a Corportion organized and existing under the laws of Illinois.  Lender's address is 1111 S. Homan Ave., Chicago, ILLIN' 55 50624.  Lender is the mortgagee under this Security Instrument.
	(D) "Note" means the promissory note signed by Borrower and lated August 20, 2009. The Note states that Borrower owes Lender SEVENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 Leo "Auts" (U.S. \$77,100.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later "As" September 1, 2014.
	(E) "Property" means the property that is described below under the heading 'fransfer of Rights in the Property."
	(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment ch 2ge, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
	(H) "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
	(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinar :es and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
	(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges the imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
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- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federe" / lated mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower', obligations under the Note and/or this Security Instrument.

#### TRANSFER OF A'GHTS IN THE PROPERTY

This Security In arment secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performar cen Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant convey to Lender and Lender's successors and assigns the following described property located in the County of Cook:

LOT 17 (EXCEPT THE FORTH 5 FEET THEREOF) AND LOT 18 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK 2 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT?, ILLINOIS.

Parcel ID Number: 25-28-202-028-0000

which currently has the address of: 11940 s. Vale Chicago, U. NOIS 60628

("Property Address").

For . 30 .4/ 1/01

TOGETHER WITH all the improvements now or have the erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and add at one shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seise 1 of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except f a concumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, sub, set is ny encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national process 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 folic vs:

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 ar a late harges 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 an 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) ceruif a chack, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are a sure; 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 may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment of particle ayment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial pay nent is sufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the

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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 Proceeds. 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 due 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

If Lender receives a payment from Borrower for a delinquent 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 payment 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

Ar / s plication of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or post on the due date, or change the amount, of the Periodic Payments.

. 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 sur (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security in trument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower at 1 ander in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10.

These items are called "Procoviltems." At origination or at any time during 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 funiting the 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 the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds  $f \cdot r$  an  $f \cdot r$  and  $f \cdot r$  a 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 finish 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 I orrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and beace as shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Iter s any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and ir so amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an a jount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lend a can equire under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expend tures of future Escrow Items or otherwise in accordance with Applicable

The Funds shall be held in an institution whose deposits are insured  $\frac{1}{2}$ , e, ederal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Hc ne  $\frac{1}{2}$  or n Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge do over for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender po's Porrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or A, pli able Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Porrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an a nual counting of the Funds as required by

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lander shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lorder shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in a cordance with RESPA, but in

no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borr wer and Funds held by

Lender.

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other 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 requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier prov. Jing." In insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised vuncasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall vio by responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any noc. Zone determination resulting from an objection by Borrower.

If Borrower fails to the interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower.

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

In the event of loss, Borrower shall give prompt notice to the injurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise a tree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration 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 insure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disorder 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 on information or repair is not economically feasible or Lender's partity would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then the, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance—an an and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to set, lender acquires the Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds I 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 amount, unpaid under the Note or this Security Instrument, whether or not then due.

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- 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; Inspections. 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 repair 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 has 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. Be rower'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 I ender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreem and contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and of rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of of all 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 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) api ear'is to 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 repair, ch. nge locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerou, 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 the 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 the conditions or dangerou under this Section 9.

Any amounts disbursed by Lender under this Section 19; half become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall cor..piy vith all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless. Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance B at an indition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Nortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance as a Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay he i remiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Let. der If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the parately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these paymen's as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that he Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can not linear require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that 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. Borrower shall pay the premiums required to make selected by Lender again Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make selected by Lender again Lender required some selected by Lender again Lender required to make selected by Lender again Lender required to make selected by Lender again Lender required to make selected by Lender again Lender required segments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage insurance in e

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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 on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another 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 the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(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 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 Insurance under the wners 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 premiums that were uncarned at the time of such cancellation or termination.

11. An annual of Miscellaneous Proceeds; Forfeiture, All Miscellaneous Proceeds are hereby assigned to and shall be paid to

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

In the event of a total taking, d striction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, who her or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or is so in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss it 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 petial aking, 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 he amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherw se agree in writing, the Miscellaneous Proceeds shall be applied to the

sums secured by this Security Instrument whether or not the sums and then due.

If the Property is abandoned by Borrower, or if, after notice by Linder to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceed either to restoration or repair of the Property or to the sums

restoration or repair of the Property of the uniscentaneous Proceeds of the property of the Property of the sums secured by this Security Instrument, whether or not then due. "Opposing Party me are 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, stegun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or eights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Sction 9, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or iter material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for amages 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 ar plier in the order provided for in Section 2

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payriet or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in the erest 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 amor' zerion of the

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Borrower(s) Initial

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IDS, Inc

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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 and interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

by this Section by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount not cause y to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refor ited to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or no a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower v. (1) constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Portower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security. In Jument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specified procedure. There may be only one designated and the stice address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated another address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class nall to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with a security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligation contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might expire up or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against a present by contract. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision.

Instrument or the Note which can be given effect without the conflicting provision

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice uses; 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.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, In east in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred an a Lond for deed, contract for deed, installment sales contract or excrow agreement, the intent of which is the transfer of title by Borrower record date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require in a late payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exc. cise is prohibited by Applicable Law.

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Borrower(s) Initials

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not llmited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security 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 securer ne, by shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration. In the property and property and

20. Since 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 Service", that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing oblig Loan under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to asalt 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 add easalf the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with easalt confidence of the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, he mortgage loan servicing obligations to successful on Servicer to a service of the Note purchaser unless otherwise provided by the Note purchaser.

name the purchaser of the five and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may or immence, 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 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 requirer ents o 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 dee ned to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Scalification 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21. ( ) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the roll, wing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile so rents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws or the interdiction 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 elegacing the Property and Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow and one else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition of any Environmental Law, (b) which creates an Environmental Condition 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 in at are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, presence as substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, donored, 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 inazardous 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 and ender for an Environmental Cleanup.

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

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Borrower(s) Initials

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IDS, Inc

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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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.
- 7'.. Pls :ement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that B mover makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchase by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or "Apirition of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the issurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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

-Witness -Witness
(Seal)
Christopher B. Choe -Borrower -Borrower -Borrower
Maint With To
STATE OF LEGENS, County is:
Later But I
1,, a Notary Public in and for said or unity and state do hereby certify that Christopher B. Choe,
and Young-Ae Choe, personally known to me to be the same person(s) whose native(s) is/ore subscribed to the foregoing instrument, appeared
before me this day in person, and acknowledged that he/she/they signed and delivered these id instrument as his/her/their free and voluntary act,
for the uses and purposes therein set forth
ACM
Given under my hand and official see his day of
Mr. Commission Fundament State of Agriculture
My Commission Expires
MARIEN BECK
and Comme. Expires
7/22/13 Notary Public
1 Today I will
ILLINOIS- Single Family - Fannie Margard Mary NIEGON INSTRUMENT
ILLINOIS- Single Family - Fannie May 700 MicCulvico M INSTRUMENT Page 9 of 9
IDS, Inc. Borrower(s) Initials

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### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 TW8321040 SK

STREET ADDRESS: 11940 S. YALE

CITY: CHICAGO COUNTY: COOK

TAX NUMBER: 25-28-202-028-0000

#### LEGAL DESCRIPTION:

LOT 17 (EXCEPT THE NORTH 5 FEET THEREOF) AND LOT 18 (EXCEPT THE SOUTH 10 FEET ORTHL NCIPAL N.

ORCORTOR

ORCORTOR THEREOF) IN BLOCK 2 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PKINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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#### 1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **20th day of August**, **2009**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

#### Covenant Bank, a Corporation

(th), "Lender") of the same date and covering the Property described in the Security Instrument and located at:

11940 S. Yale Chicago, ILLINOIS 60628 (Property Address)

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

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures as added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materi as, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in constant with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, pluming, that tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, p neilig and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and some a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this. Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE W'. H. A.W. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by fadr all law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without "Ler der's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance, against rent loss in addition to the other hazards for which insurance is required by Section 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 in deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower oth rwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrov er Liall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Ur on the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new La es, in Lender's sole

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT VMP -67R (0811) Page 1 of 2

Borrower (s) Initials \_

For 3170

IDS, Inc.

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discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower; (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and ther charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or an judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits drived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property

and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

Lender ecreed by the Security Instrument pursuant to Section 9.

Bo few it represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or 'serder's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Proper y before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed ecceiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sum:

I. CROSS-DEFAULT PROVICION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a b each under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower e cep s and agrees to the terms and covenants contained in this 1-4 Family Rider. (Seal) (Seal) -Borrower -Borrower Christopher B. Choe Clarks For 13170 //01

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -57R (0811)

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#### **BALLOON RIDER**

THIS BALLOON RIDER is made this 20th day of August, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Covenant Bank, a Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:

11940 S. Yale Chicago, ILLINOIS 60628 (Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I und ast and Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note. "A Courity Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ALMICONENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lende. Surther covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFILANCE. THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMINT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONLY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN RESTANCED.

Borrower

BY SIGNING BELOW, Borrower accept and agrees to the terms and covenants contained in this Balloon

(Segl)

Young-Az Chod

(Seal)
-Borrower

(Sign Original Only)

MULTISTATE BALLOON RIDER

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Rider.

Christopher B. Choe

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### CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (INCLUDING SECURITY AGREEMENT)

(To Be Recorded With The Security Instrument)

LENDER:

Covenant Bank

BORROWER:

Christopher B. Choe Young-Ae Choe

TAOPERTY:

11940 S. Yale

Chicago, ILLINOIS 60628

THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT (the "Rider") shall be deemed to amend and supplen en. In Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Bo rower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security I strument shall have the same meaning in this Rider.

AMENDED AND ADDITIONAL COVENANTS. In addition to the covenants and agreements made in this Security Instrument, Borrower and I ender further covenant and agree as follows:

- 1. Construction Loan Agreement. Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances and and similar and distributed by Lender under the terms and conditions of a Construction Loan Agreement between 'ender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provings for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender form impered to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all enewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and prover ants under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) are not all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Princips and all interest and other charges provided for in the Loan Documents and secured hereby shall, at he opion of the Lender, become immediately due and payable in full.
- 2. Future Advances. During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum To Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set in the information of the information of the Note as set in the information of the info

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae

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Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after 6 months from the date of this Rider.

- 3. Assignment of Rights or Claims. From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims, which relate to the construction on the Property.
- 4. Breach by Borrower. In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
- 5. Permanent Mortgage Date. On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
- 6. Cerrity Agreement and Financing Statement. The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the folioning, all of which are referred to as the "Property." The portion of the Property that constitutes real property is cometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be use in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or an other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and shall the answer in agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in all of Borrower's right, title and interest in all of the Personal Property, under and within the meaning of applicable state laws, as well as a document granting lieu upon and against the Real Property. In the event of any foreclosure sale, whether made by Truste, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be held and a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition of the other rights and remedies afforded Lender and/or Trustee under this Security instrument and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument, (ii) the custody, preservation, the or inperation of, or the sale of, collection from, or other realization upon any Property, real and/or per onal, described in this Security Instrument, (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument, or (iv) the failure by Borrower to perform or observe any of the provisions or tow agents in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one o. n ore copies of this Security Instrument in order that such copies may be used as a financing statement un. a palicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness he eof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statem. Int.

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannle Mae &

Borrower(s) initials

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Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

- 7. Invalid Provisions. If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.
- Addresses.

The name and address of the Borrower is: Christopher B. Choe Young-Ae Choe 14632 Cutstone Way Silver Springs, MD 20905

The name and address of the Lender/Secured Party is:
Covenant Bank
11 1 S. Homan Ave.
Ching p, IL 60624

- 9. Relation to Loan Agreement. This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where we Property is located at the same time this Security Instrument is recorded. If Borrower fails to keep any of the comises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider shall survive the termination of the Loan Agreement and the repayment of the Loan.
- 10. Paragraph 6 of the Security instrument. The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, an use the Property as Borrower's principal residence within 60 days after the end of the Const uction Phase 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 are amstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of this Security Instrume at regular unchanged.

MULTISTATE CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT - Single Family - Fannie Mae,

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Clarks

Borrower(s) Initials

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider. DATED this 20th day of August, 2009 (Sea<u>l)</u> (Seal) Christopher B. Choe -Borrower Young-Ae Choe -Borrower County ss: , a Notary Public in and for said county and state do hereby certify that Christopher B. Choe, and Young-Ae Choe, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set WILLIAM OF AN ANTA Given under my hand Mv Commission 3 ATTENTION COLOR TO A State of the Property described herein and a state are appropriately indexed, not only as a Security Instrument but also as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of 0 cd Pax. the Borrower (Debtor) and L ande (Secured Party) are set forth in this Security Instrument.