MORTGAGE

mortgages insured under the one to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this

JULY

, 1986 between

MYUNG H. CHOI AND KYU S. CHOI HUSBAND AND WIFE

Mortgagor, and

OLD STONE MORTGAGE CORPORATION, 1417 FOURTH AVENUE, SEATTLE, WASHINGTON 98101 a corporation organized and existing under the laws of WASHINGTON.

Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain

promissory note bearing even date herewith, in the principal sum of FORTY-FOUR THOUSAND NINE HUNDRED NINETY-SEVEN AND NO/100

Dollars (\$

44,997.00)

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10,000 %) per annum on the unpaid balpayable with interest at the rate of per centum (ance until pair, and made payable to the order of the Mortgagee at its office MX at POST OFFICE BOX 1517, WALLA WALLA, WASHINGTON 99362 or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of Dollars (\$

THREE HUNDRED WINFTY-FOUR AND 89/100 394.89) on the first day September, 1986, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 2016

NOW, THEREFORE, the field Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unite the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit: PARCEL 1:

Illinois, to wit: PARCEL 1: THE NORTH 19.50 FEET OF THE SOUTH 128.16 FEET OF LOT 8
(AS MEASURED ALONG THE EAST AND WEST LINES OF SAID LOT) ALL IN JUDITH ANN SERAFINE'S
GARDEN RESUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION
34, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, ALSO PARCEL 2: EASEMENT TO AND FOR THE BENEFIT OF PARCEL 1 PURSUANT TO THE PLAT OF SURVEY RECORDED MANUARY 28, 1974 AS DOCUMENT 22606932 AND AS CREATED BY DEED FROM LASALLE NATIONAL BINK AS TRUSTEE UNDER TRUST NO. 45705 TO ANGARAK M. DESAI AND ROSHANI A. DESAI, HIS WIFE, DATED APRIL 15, 1976 AND RECORDED MAY 4, 1976 AS DOCUMENT 23473401 FOR INGRESS AND ECRES

TAX I.D. # 03-34-200-139-0000 Vol. 235

This Deed of Trust (Mortgage) is subject to() the attached Riders, which substantially modify the terms of this loan. Do not sign it unless you read and understand it.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, tide, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and tixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set fort!, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illino's which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagee, as here-inafter provided, until said note is fully paid. (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

RPB4_(MIP) 9/85 Box 993

STATE OF ILLINOIS HUD-92118M (5-80)

Property or Coot County Clerk's Office

86-331431

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgager shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either hefore or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and a so for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indications secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL Po INCLUDED in any decree foreclosing this mortgage and he paid out of the proceeds of any sale made in rursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the nottgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the sid principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, on the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

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	[SEAL]	to 3. there	[SEAL]
STATE OF ILLINOIS			3
COUNTY OF COOL			Ox
becann with acutionized	T. Rapp Certify That Myung H (noi hoi, his wife, his are subscribed to the foregoing ted that they signed, sealed, and del for the uses and purposes therein set forth,	tacted the swin mis	trument and [NO.17]
GIVEN under my h	and and Notarial Seal this 29 %	lay July	, A. D. 1986
Co	mm egures 6-28-89	Joan	Notary Papilie
DOC. NO.	Filed for Record in the Recorder's C	Office of	•
	County, Illinois, on the	day of	A.D. 19
Box.	m., and dult recorded in Book	of	Page

*the Mational Housing Act is due to the Mation of the Mational Housing Act is also because the Mation of the Matio (08-9) W911Z6-00H

rest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable. agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in-IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or

payable. *This option may not be exercised by the mortgagee when the ineligibility for insurance under Housing and Urban Development dated subsequent to the 90 DAYS time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Moltgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and nevably.

ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of this Alban Development dated subsequent to the OD DAYS time from the date of this THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be elifor insurance under the National Housing Act within 90 DAYS from the date hereof (written stategible for insurance under the National Housing Act within dess secured hereby, whether due or not.

gakor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebteda public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Mote secured hereby remaining unpaid, are hereby assigned by the Mort-

TIAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

in force shall pass to the purchaser or grantee. indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby a registed and to the Mottgagee. In event of loss Mottgagor will give immediate notice by mail to the Mottgagee, and may make

If a memore shall be carried in companies approved by the Mortgagee and the policies and the contains a secoplable shall be the Mortgagee and have attached thereto loss payable clauses in tavor of and it from acceptable ly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgagee and offer hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptand contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptand.

of the premises hereinabove described. assign to the Morigagee all the rents, issues, and profits now due or which may he eatter become due for the use

AND AS ADDITIONAL SECURITY for the payment of the indebtedness alo estid the Mortgagor does hereby

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section (bit of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shell-properly-adjust any-payments-which-shell have been me to under subsection-(n) of the pre-Section (Abof the preceding paragraph. The mortgal co. in the funds accumulated under the provisions of subsection (Abof the preceding paragraph. If there shall be, default under any of the provisions of this mortgage resulting in a public sale of the premises covered here of, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time (he property is otherwise accumulated under substitution). hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the mort agor all payments made under the provisions of or before the date when payment of such ground rents, taxis, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgage, in accordance with the provisions of the note secured and payable, then the Mortgagor shall pay to the rents, takes, and assessments, or insurance premiurs, as the case may be, when the same shall become due the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, it is he loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor under subsection (b) of the preceding paragraphs shall not be sufficient to pay ground made by the Mortgagor under subsection (b) of the preceding paragraphs shall not be sufficient to pay ground made by the mortgagor under subsection (b) of the preceding paragraphs shall not be sufficient to pay ground made by the mortgagor under subsection (b) of the preceding paragraphs shall not be sufficient to pay ground made by the mortgagor under subsection (b) of the preceding paragraphs shall not be sufficient to pay ground made by the mortgagor.

If the total of the payments made to no Mortgagor under subsection (b)of the preceding paragraph shall exceed Any deficiency in the amount of any such aggregate monthly payment shall, unless made goud by the Mortgagor prior to the due date of the next such express. The Mortgagee may collect a "late charge" and to exercal out cents (4) for each polist (\$1) for each payment more than litteen (15) days in antests, to cover the extra expende in handling delinquent payments.

| A hill payme its mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured, rereby shall be added together and the aggregate amount thereof shall be paid by the Mortgager to the following items in the order set forth:

(I) promit in a single payment to be apriled by the Mortgager to the following incurrence rections of the spuilled by the Mortgager to the following and bload become of the following and bload by the Mortgager to the following and bload by the Mortgager to the following and bload by the Mortgager prior (IV) amortization of the vincipal of the said note.

A sum equal to the ground tents, if any, nextdue, plus the premiums that will next become due and payable on policies of five and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgaged) tests all sums stready paid therefor divided by the sessments to months to to months to the date when such ground tents, premiums, taxes and assessments, auch sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and especial assessments, and the payable of the date when the mortgage delinquent, auch sums to be needed by the All payable to a payable of the date when the mortgage of the payable of the mortgage.

put ad without taking time account delinquencies or prepayments,

pure in sent in party, for the control in the folder hereoff of th

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

that written notice of an intention to exercise such privilege is given at least-thirty (80)-duys-prior to-prepaytravanch positivors atom to ano of damps humans no so tolerand in the sole day to solerand at the solerand and the solerand a

5 FHA CASE NO.: 131:4604800

MORTGAGE RIDER

This Rider, dated the 29th day amends the MORTGAGE of even date by and			, 19_	86 ,
MYUNG H. CHOI and KYU S. CHOI	Setween	, the	Mortgagor,	and
OLD STONE MORTGAGE CORPORATION follows:		, the , the		and
TOTIONS:				
 In the first unnumbered paragraph reads as follows is deleted: 	, page 2,	the sen	tence which	
"That privilege is reserved to pay	the debt	in whol	e, or in an	
amount equal to one or more month that are next due on the note, or	n the first	day of	any month	
prior to maturity, provided, however intention to exercise, such privilege	ver, that w	ritten i	notice of an	
days prior to prepayment.	.5 9	at 1003t	tility (50)	
 The first unnumbered paragraph, addition of the following: 	page 2, i	s amen	ded by the	
"Privilege is reserved to pay the cany installment due date."	lebt, in wh	nole or	in part, on	
•	11/1			

IN WITNESS WHEREOF, the understaned has set his/her hand and seal the day and year first aforesald

× mying (d Cha) [Seal]

MYUNG H. CHOI

KYU S. CHOI

[Seal]

_____[Seal]

Signed, sealed and delivered in the presence of

RP-34D - ILLINOIS

Property of Coot County Clert's Office

FHA CASE NO.: 131:4604800

MORTGAGE RIDER

This Rider, dated the 29th day of July , 1986 amends the MORTGAGE of even date by and between
MYUNG H. CHOI and KYU S. CHOI, the Mortgagor, and
, the Mortgagor, and
OLD STONE MORTGAGE CORPORATION , the Mortgagee, as follows:
1. The original subsection (a) is deleted and has been renumbered.
 The original subsection (c) has been renumbered to subsection (b) and the subsection b(l) has been deleted.
3. In the puregraph beginning "If the total of payments made," in the third sentence, the words "all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and" are deleted.
The fourth sentence of this paragraph is amended by insertion of a period after " then remaining unpaid under said Note" and deletion of the remainder of the sentence.
4. The paragraph beginning "THE MORTGAGOR FURTHER AGREES" is amended by he addition of the following: "This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."
IN WITNESS WHEREOF, the undersigned has set his/her hand and seal the day and year first aforesalo.
MYUNG H. CHOI Xyung (L Cho) [Seal] Xyung (L Cho) [Seal] Kyung (L Cho) [Seal]
[Seai]
[Seal]
Signed, sealed and delivered in the presence of