

This instrument prepared by
Wanda Samuels
Omni Mortgage Company
17926 S. Halsted St.
Homewood, IL. 60430

UNOFFICIAL COPY

86380820

MORTGAGE

LOAN NO: 0477912238

THIS MORTGAGE ("Security Agreement") is given on **August 14**, 19**86** The
mortgagor is **JAE HONG PARK AND SOON DEUK PARK HUSBAND AND WIFE**

This Security Instrument is given to **OMNI MORTGAGE COMPANY**, which is organized and existing under the laws of the State of Ohio, and whose address is **2001 SPRING ROAD SUITE 105, OAKBROOK, ILLINOIS 60521**.
Borrower owes Lender the principal sum of U.S. \$ **53,000.00**

FIFTY THREE THOUSAND AND NO /100

Dollars.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2001**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois.

LOT 27 IN BLOCK 53 IN HANOVER HIGHLANDS UNIT NO. 7, A SUBDIVISION IN THE NORTH WEST AND NORTH EAST QUARTERS OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 18, 1967 AS DOCUMENT NO. 20295106 IN COOK COUNTY, ILLINOIS.

07-30-105-027

86380820

DEPT-01 RECEIVED
T49444 FROM 07-30-105-027 07-30
#1811 6 E * 73 2000-0832 Q
Code 200477 Wm R. G.

be the same more or less, but subject to all legal highways,
which has the address of **7982 HUNTINGTON CIRCLE, HANOVER PARK, ILLINOIS 60103**

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNOFFICIAL COPY

H. M. Miller No. 97222 Aug 1908

My Commission expires: 1/18/90

July 11, 1961 - *Leucosyphus*

Given under my hand and official seal, this

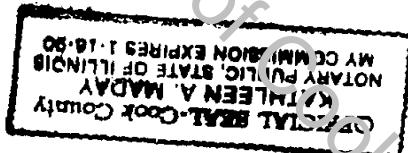
scit forth.

signed and delivered the said instrument as

• personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY

and state, do hereby certify that JAE HONG PARK, SOON DEUK PARK, and for said country
a Notary Public in and for said country

STATE OF ILLINOIS



SOUN DEUK PARK

Noos

DAE HUNG PARK

DAE HONG PARK

SOU DEUK PARK
TAE HONG PARK
SOU DEUK PARK

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any ride(s) executed by Borrower and recorded with it.

- | | |
|--|--|
| <p>19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date from which the default must be cured; (c) a date not less than 30 days from the date before the notice is given to Borrower, by which action is required to cure the default; 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. The notice shall specify (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise) the date the notice is given to Borrower, by which action is required to cure the default; (e) the date the notice shall specify; (f) the date the notice shall specify; and (g) the date the notice shall specify.</p> <p>NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> | <p>19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date from which the default must be cured; (c) a date not less than 30 days from the date before the notice is given to Borrower, by which action is required to cure the default; 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. The notice shall specify (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise) the date the notice is given to Borrower, by which action is required to cure the default; (e) the date the notice shall specify; (f) the date the notice shall specify; and (g) the date the notice shall specify.</p> <p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to collection of all expenses incurred in pursuing the remedies provided in this paragraph 19, including costs of maintenance of the Property past due, Any rents collected by Lender or the receiver shall be applied first to payment of receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument of all liens, collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of those properties, rents, and collection of rents, including, but not limited to, receiver's fees, premiums on rents of management of the Property past due, Any rents collected by Lender or the receiver shall be applied first to payment of receiver's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exemption.</p> <p>23. Right to This Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p> <p>24. Family Rider.</p> <p>25. Adjustable Rate Rider.</p> <p>26. Graduated Payment Rider.</p> <p>27. Planned Unit Development Rider.</p> <p>28. Other(s) [Specify]</p> |
|--|--|

UNOFFICIAL COPY

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien, in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any overage paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property, or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

16380820

UNOFFICIAL COPY

If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Section. If Borrower fails to pay these sums prior to the expiration of this period, Leender may make any remedies permitted by this Section without further notice of demand on Borrower.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, such provision shall be severed from the rest of this Security Instrument and the remaining provisions of this Security Instrument shall remain in full force and effect.

13. Legislation Affecting Landlords' Rights. If enacted in all or any portion of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and thereby interpreted so that it interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceed permitted limits will be repaid to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. Under either method, the reduction will be treated as a partial prepayment without in any way impairing the Note.

11. Successors and Assists; Joint and Several Liability; Cofunders. The covenants and agreements of this Security Instrument shall bind, and benefit the successors and assigns of Lender and Borrower, Lenders, Cofunders, and Borrowers, and beneficiaries of paragraphs 17, Borrower's covenants, and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgage, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend the terms of this Security Instrument without the consent of this Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of 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 proceeds, at his option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, before the amount of a sum secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

measured differences in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specific cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any part of the Property, or for convenience in lieu of condemnation, are assignable and shall be paid to Lender.