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COOK COUNTY, ILLINOIS
CLERK OF THE LAND ORDNANCE

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(Space Above This Line For Recording Date)

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on July 21, 1987. The mortgagor is DOUNG K. PARK and YOUNG S. PARK, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America, and whose address is 5405 West Belmont Ave., U.S.A., Chicago, Illinois 60641. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 Dollars (U.S. \$ 153,000.00). 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 AUGUST 1, 2017. 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 Schaumburg, Illinois:
Lot 1 in the Willows of Schaumburg, being a subdivision of part of the North 1/2 of the south east 1/4 of the north west 1/4 of section 24, township 41 north, range 10 east of the Third Principal Meridian, in Cook County.

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which has the address of 1400 Shady Lane, [Street], Schaumburg, [City]
Illinois 60173 ("Property Address"); (Zip Code)

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.

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This instrument was prepared by G. O. Murphy, 1451 Michigan Ave., Chicago, IL 60641.

Notary Public

11486

Mary Jane
Notary Public

My Commision Expires: 10-18-89

27ch

(the, she, they)

1. DOUNG K., PARK and YAN S., PARK, HIS WIFE. a Notary Public in and for said county and state, do hereby certify that before me and is (are) known or proved to me to be the person(s) who being informed of the contents of the foregoing instrument, personally appeared before me and acknowledged said instrument to be their true intent and desire to have executed said instrument for the purposes and uses herein set forth.

COUNTY OF **BERKSHIRE** Du Page
STATE OF **ILLINOIS**

STATE OF ILLINOIS.

Loan No. 2-112396-4

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Fidelity Federal Savings & Loan Association of Chicago
5455 West Belmont Avenue Chicago, Illinois 60641

BY SIGNING BELOW, FILER/OWNER COGIVES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY PLEADER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Adjustable Seats / Seats Rider Condorium Rider Comdominium Rider K-2-4 Family Rider Graduate Parents Rider Planned Unit Development Rider Other(s) [Specify] _____

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

23. Powers to the Security Instrument. If one or more sides are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such signer shall be incorporated into and shall amend and supplement this instrument, the convenants and agreements of this Security Instrument as if the signer(s) were a part of this Security Instrument. [Check if applicable box(es)]

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument from the records of the County Recorder of Deeds, and then to the sum secured by this Security
Instrument.

20. Lender is limited to collect attorney fees and costs of title evidence.

21. Lender may be entitled to collect expenses incurred in pursuing and recovering sums remitted by payee to paymen

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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, unless Borrower and Lender otherwise agree in writing, the sums 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.

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

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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded 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 under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration 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 in full 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 paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Lender may take action under this paragraph / Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 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.

In the Property, Land or Sections may include Paying my Usual Fees and Entering on the Property over this Security Instruments, appearing in Court, paying reasonable attorney's fees and entering on the Property to make repairs. All through

coverments and agreements contained in this Security Instrument may singularly affect Leenders, and his Leender may as a result be compelled to pay for whatever is necessary to protect the value of the Property and Leenders' rights (regulations), then Leender may be compelled to pay for whatever is necessary to protect the value of the Property and Leenders' rights.

Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the lessee shall continue to pay the rent to the lessor under the terms of the lease.

Instrument of Immediacy prior to the Segregation.

Unless Lessee 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 paragraph 1 and 2 of change the amounts 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 received by this Security interest in the property given.

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 60-day period will begin when the notice is given.

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 policy and renewals. If Lender renews, Borrower shall promptly give to Lender receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to the insurance carrier and Lender a Lender may make proof of loss if not made promptly by Borrower.

3. Hazardous Materials. Borrower shall keep the property free from hazardous materials now or hereafter erected on the property measured against hazards included within the term, "Acreage coverage," and any other hazards for which Lender requires insurance coverage. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

The Property is subject to a lien which may attach prior to the filing of this Security Instrument, Lender may file Borrower's notice of intent to foreclose over 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.

Agreements in writing to the payment of the amount secured by the lien in a manner acceptable to Lender; (b) contestants 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 lien to Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinate to this Security Instrument; or (d) any other agreement that any party hereto may enter into with respect to the lien.

Borrower shall PROMPTLY discharge any lien which has priority over this SECURITY INSTRUMENT unless Borrower: (a) pays them on time directly to the payee, or (b) paid pyment. Borrower shall PROMPTLY furnish to Lender evidence of amounts paid under this paragraph. If Lender makes these payments directly, Borrower shall PROMPTLY furnish to Lender evidence of amounts received during the period.

4. Charges: Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect security instruments, or if any, leases held by him in that manner. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrows shall

3. Applications for Payment. 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 interest due; to principal due; Note; third, to amounts payable under paragraph 2; fourth, to late charges due under the Note; fifth, to principal due.

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 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 sum accrued by this Security Instrument.

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 accrued 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.

purposes for which each deposit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposit of which are measured or guaranteed by a federal or state agency (including Lender) as such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not hold the Funds, and applying the account of verifying the escrow items, unless Lender may not charge for holding the Funds, and applying the Funds to make such a charge. Borrower and Lender pay Borrower interest on the Funds and shall make such a charge. Borrower and Lender pay Borrower interest on the Funds and shall make such a charge. Borrower and Lender pay Borrower interest on the Funds and shall make such a charge. Borrower and Lender pay Borrower interest on the Funds and shall make such a charge.

to conduct business in the City, provided, however, that no such business may be conducted by any person or firm in the City, without the prior written consent of the City Council, if the business is of a nature which would be likely to interfere with the public welfare or safety of the City.

UNIFORM COVENANTS. Holdover and Landlord covenant shall promptly pay when due

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ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of July, 1987, 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 Adjustable Rate Note (the "Note") to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, 5455 West Belmont Avenue, Chicago, Illinois 60641 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1400 Shady Lane, Schaumburg, Illinois 60173
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.375%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August, 1992, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities, adjusted to a constant maturity of five years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two percentage points (2%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than two percentage points (2%) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of .5% percentage points (5%) prior to the maturity date. The interest rate charged by the Lender cannot fall below 9.375% percentage points.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Lender will continue to be obligated under the Note and this Security Instrument until Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 delivered or mailed prior to the expiration of this Period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this Security Instrument, Lender may invoke any remedies available prior to the expiration of this Period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

Loan No. 2112396-4

Doung K. Park
Borrower
(Seal)

Yon S. Park
Borrower
(Seal)