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8723176

MORTGAGE

LOAN NO: 0272317612

THIS MORTGAGE ("Security Agreement") is given on September 12, 1987. The mortgagor is **SUNG JU PARK AND KI SUN PARK HUSBAND AND WIFE
WON D. PARK UNMARRIED**

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. \$ 60,000.00

SIXTY 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 **OCTOBER 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 **COOK** County, Illinois.

UNIT NUMBER 2645 IN THE LUNT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 18 AND 19 AND THE EAST 5 FEET OF LOT 20 IN BLOCK 12 IN NATIONAL CITY REALTY COMPANY'S 2ND ADDITION TO ROGERS PARK MANOR A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 87512625, TOGETHER WITH ITS INDIVIDUED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

10-36-216-005 AND 10-36-216-004
THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSOR AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEINANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO OMNI MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. C AND D AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.



be the same more or less, but subject to all legal highways,
which has the address of **2645 LUNT, CHICAGO, ILLINOIS 60659**

("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.

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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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Legendet may take action under this paragraph 7. Legendet does not have to do so.

7. Protection of Leenders' Rights in the Property: Majorage Insurance. If Borrower fails to perform the lease title shall not merge under agreements to the merger in writing.

6. Preservation and Maintenance of Property: Lessees shall not damage or 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 title to the Property, the lessee shall and

Unless I am under and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments received to pay graphs 1 and 2 or change the amount of the payments, if from 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 interest.

of the Property damaged, if in the restoration of repair is economically feasible and Leander's security is lessened. If the restoration of repair is not feasible or Leander's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not Leander has paid to Borrower. If Borrower absconds the Property, or does not answer within 30 days a notice from Leander that he has offered to settle a claim, then Leander may collect the insurance proceeds. Leander may use the funds to prepare or restore the Property to pay sums secured by this Security Instrument, whether or not Leander has given 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 policies and renewals. If Lender reacquires the property by foreclosure or otherwise, Lender may make proof of loss if not made promptly by Borrower.

of the giving of notice.

Recipients shall provide evidence of the payment of the promulgated fine to the party which has priority over this Security Instrument.

4. Charges: Lenses, Port-Of-Wear shall pay all racers, accesssments, charges, fines and impositions attributable to the property which may artrain priavate over this Securitly Instruments, and leasehold payniments or ground rents, if any. Borrower shall pay these obligatiions in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay all payables to the person or persons to whom payment is due, and shall pay all amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promply furnish to Lender to be paid under this paragraph.

application as a service, grants the sum security of this instrument.

Upon Funds paid out in full of all sums accrued 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, to the sale of the Property for its acquisition by Lender, any Funds held by Lender at the time of

If the due dates of the crossover items, shall exceed the amount required to pay the crossover items when due, the due dates of the crossover items, shall be held by Lender, together with the future monthly payments of Funds payable prior to Borrower's option, either to pay the crossover items when due, or more conveniently in one of more amounts held by Lender.

purposes. Specifically, for which each debt is to the funds was made. The funds are pledged as additional security for the sums secured by this Security instrument.

lender party may agree in writing that interests shall be paid on the funds and applications for funds received by the Fund, and debts to the Fund under the terms of the agreement.

The Funds shall be held in an institution the depositories of accounts of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the accrued or unpaid interest on the loans and advances made to it by the Bank.

to the Lender or 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 maintenance fees payable by the Borrower to the Lender in accordance with the terms of the Note; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "carrying items". Lender may estimate: the Funds due on the

1. Payment of Principal and Interest: Prepayments and late charges. Borrower shall promptly pay when due principal or interest on the debt evidenced by the Note and any prepayments made and late charges due before the date funds are received.

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ADJUSTABLE RATE RIDER (3 or 5 Year Index—No Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 13th day of September 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 **OMNI MORTGAGE COMPANY, AN OHIO CORPORATION** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2645 LUNT, CHICAGO, ILLINOIS 60659
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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 **9.500%**. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **JANUARY 1, 1993**, and on that day every **60** th 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 change.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND 50/100** percentage points **2.500%** 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) 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.

(E) 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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Property of Cook County Clerk's Office

(Executive Original Only) Loan No. 0272317612

WON D. PARK

KIM SUN PARK

SUNG JU PARK

Race Rider.

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

further notice or demand on Borrower.

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without which Borrower must pay all sums secured by this instrument. If Borrower fails to pay these sums within the date which Borrower provides a period of not less than 30 days from the date this notice is delivered or mailed acceleration. The notice shall provide a period of not less than 30 days from the date this notice is delivered or mailed to require payment in full. Lender shall give Borrower notice of

if Lender releases Borrower in writing.

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

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COOK COUNTY, ILLINOIS

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 18th day of September , 19 87 ,
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

OMNI MORTGAGE COMPANY, AN OHIO CORPORATION
of the same date and covering the Property described in the Security Instrument and located at _____
(the "Lender")

2645 LUNT, CHICAGO, ILLINOIS 60659

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit of use of its members or shareholders, the Property also includes Borrower's interest in that property. Any statement in this note of record as to the rights and benefits of Borrower's interest

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (ii) by-laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay when due, charges and assessments incurred pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners' Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy for the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then

(ii) Lender waives the provision in Uniform Covenant 2 that the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Project, and

(iii) Borrower's obligation under Item 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any change in address or telephone number.

In the event of a distribution of the unit or any part thereof by Lender for repair following a loss to the Property, whether to the unit or the common elements, any proceeds payable to us or we are hereby assigned and shall be paid to Lender for application to the sum(s) of the Security Deposit and any excess paid to Lender.

C. Public Liability Insurance. It is the intent of the Lender that the Association may be responsible to insure that the Owners' Association maintains a public liability insurance policy in an amount of not less than \$1,000,000.00 coverage to Lender.

D. Condemnation. The proceeds of any award or claim made to deduct the consequential payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in respect of any interest in the Property, shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument, as set forth in the Uniform Covenants.

E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property.

(ii) the abandonment of or termination of the Contract by: Pre-arranged end of term or termination required by law in the case of substantial destruction by fire or other causality, or, the case of taking by condemnation or eminent domain.

Lender: [REDACTED] may propose any amendments, changes or additions to the Credit Agreement Documents if the provision is for the express benefit of

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

F. Remedies. If Borrower does not pay or fails to pay taxes and assessments when due, then Lender may pay them

Any amounts disbursed by Lender under this paragraph I shall bear interest at the rate of 8% per annum, subject to the Security Instrument. Unless Borrower and Lender agree otherwise, terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon a note from Lender to Borrower requiring payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

ANSWER

KIM SIN PAKK

WON D. PARK

Digitized by srujanika@gmail.com

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