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DEPT-01 RECORDING \$15.00  
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#6400 # 18 \*-137-564762  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 13TH  
1987. The mortgagor is IN SOOK LEE, MARRIED TO CHIL RAE LEE

("Borrower"). This Security Instrument is given to MAGNA MORTGAGE COMPANY,  
which is organized and existing

ITS SUCCESSORS AND/OR ASSIGNS  
under the laws of the STATE OF DELAWARE

, and whose address is 1811 SOUTH TAYLOR ROAD,  
("Lender").

DECATUR, ILLINOIS 62525-1852  
Borrower owes Lender the principal sum of THIRTY TWO THOUSAND EIGHT HUNDRED AND ONE (1001)

Dollars (U.S. \$ 32,800.00). This debt is evidenced by Borrower's note

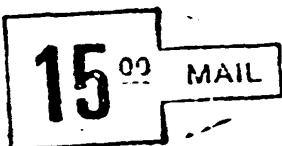
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, 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.

I. S. L. C. R. L.  
14-06-110-087-1001

unit number 2148-1A, IN ROSEMONT APARTMENT CONDOMINIUM, INC. AS DELINEATED ON SURVEY OF LOTS 12 TO 18, BOTH INCLUSIVE IN BLOCK 2 IN WELTON/DEVON LEAVITT ADDITION TO NORTH EDGEWATER IN THE NORTH HALF OF THE NORTH WEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF AND ADJACENT TO THE EAST 20 RODS OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 1523 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22580142; TOGETHER WITH AN UNDIVIDED 2.694 PERCENT INTEREST IN SAID PARCEL (EXCLUDING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) ALL IN COOK COUNTY, ILLINOIS.



which has the address of

2148 WEST ROSEMONT AVENUE, UNIT 1-A

CHICAGO

[Street]

[City]

Illinois

60659

[Zip Code]

("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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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 "exterior 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 excess 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.

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reinforce specific requirements of this Security Instrument without limiting the general conditions of both parties.

18. Borrower's Right to Remitance. If Borrower meets certain conditions, Borrower shall have the right to have cancellation 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 enjoining this Security Instrument. These conditions are that Borrower: (a) pays Lennder all sums which he would be due under this Security Instrument and the Note had no acceleration of payment; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in foreclosing his security instrument; or (d) timely pays all sums secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument shall not apply in the case of acceleration under paragraphs 13 or 17.

This Security Instrument is given for the payment of the sum of \$10,000 and for the payment of interest thereon at the rate of 10% per annum, and for the payment of all costs and expenses of collection, including attorney's fees, if any, and for the payment of all taxes, assessments, and other charges which may be levied or imposed upon the property described above.

Local law as of the date of this Security Instrument.

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

17. Transfer of the Property or Beneficial Interest in Borrower. If all or any property of the Borrower is sold or transferred by the Borrower to another person, the Borrower shall not be excused by Lender if exercise is prohibited by Section 785 of the Uniform Security Instruments Act. However, this option shall not be exercised by Lender if Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums received by this Secured Lender.

which can be given effect without the consummation of this section, if circumstances make it expedient to do so.

15. **Governing Law; Severability.** This Security Instrument shall be governed by California law and the law of the State 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 unless such conflict is contrary to the intent of the parties.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided herein or by any other means.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified below. Any notice to Lender. Any notice to Lender shall be given by deliverying it or by first class mail unless otherwise addressed below.

partial preparation without any preparation charge under the Note Affecting Lenders' Rights. If the Note or application of applicable laws has the effect of rendering any provision of the Note or its Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment of the Note or 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 the security instrument is subject to a law which sets maximum loan charges, and that law is mainly interpreted so that the interests of other loans collected or to be collected in connection with the loan exceed the permitted limits, (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 exceed the 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. Lender may choose to make this reduction by reducing the principal outstanding under the Note or by refunding the principal paid to him/her.

model). To prevent or make any accommodations which regard to the terms of this security instrument or the Note without first Borrower's consent.

11. Successors and Assets—Bonds; Joint and Several Liability; Co-Signers. The coverments and agreements of this Security Instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and severable. Any Borrower who co-signs this Security Instrument shall be liable to the other Borrower, and any Borrower who signs this Security Instrument shall be liable to the other Borrower, and any Borrower may agree to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, shorten or otherwise modify the terms of this Security Instrument only to pay the debts of Borrower but does not execute the Note; (d) co-signing this Security Instrument only to merge, reunit and convey Lender's interest in the property described in the Note; (e) co-signing this Security Instrument only to pay joint and severable debts of Borrower and another person; and (f) co-signing this Security Instrument only to pay debts of Borrower and another person, and any Borrower may agree to pay the debts of Borrower and another person.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or its successors in interest. Any noncompliance by Lender in exercising any right or remedy

10. Borrower is Not Releasable; Forbearance by Lender Not a Waiver. Extension of the time for payment of the sums accrued by this Security instrument granted by Lender to any demand made under the terms of this instrument or otherwise, and any amortization of the sums accrued by this Security instrument by reason of any demand made under the terms of this instrument, shall not operate to release the liability of the original Borrower or Borrowers, successors in interest to the original Borrower, or any other party liable under this instrument.

Within, each is responsible for carrying out his or her responsibilities in accordance with the terms of his or her employment contract.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to make an award of certain damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender may collect the proceeds of its rights to recover payment of the principal and interest paid to Borrower.

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, divided by (b) the fair market value of the Property immediately before the taking, shall be applied to the sums secured by this Security instrument, which 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.

**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, and hereby assented and shall be held to be made.

8. **Insubstantial terminals in accordance with Doctor's and Lawyer's written agreements or the law.** **Lender** shall give Doctor notice at the time of prior to an inspection specifying reasonable cause for the inspection.

If Leander required mortgage insurance as a condition of making the loan secured by this Security Instrument, for the Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the

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CONDOMINIUM RIDER 762

THIS CONDOMINIUM RIDER is made this 13TH day of OCTOBER 19<sup>87</sup>.

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  
~~MARSH MORTGAGE COMPANY ITS SUCCESSORS AND ASSIGNS~~

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
2148 WEST ROSENTHAL AVENUE, CHICAGO ILLINOIS 60659, UNIT NUMBER 1A

(Property Address)

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

(Name of Condominium Project)

(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 or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**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, all dues and assessments imposed 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 on 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:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 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 lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or 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 lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**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 or consent to:

(i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;  
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;  
(iii) termination of professional management and assumption of self-management of the Owners Association; or  
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may do them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the 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.

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

x John Sank Lee (Seal)  
IN SIGHT LEE  
Borrower

x Chil Rae Lee (Seal)

CHIL RAE LEE IS EXECUTING THIS MORTGAGE RIDER  
FOR THE SOLE PURPOSE OF PERFECTING THE HANIE OF HOME STEAD  
RIGHTS OF HIS SPOUSE, IN SIGHT LEE

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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