

**UNOFFICIAL COPY**

This document prepared by  
 Elaine M. Wedderburn  
 Hoyne Savings and Loan Association  
 4786 North Milwaukee Avenue  
 Chicago, Illinois 60630  
 Box 297

*Mail It*

87640567

14<sup>00</sup>**MORTGAGE**

This Mortgage ("Security Instrument") is given on ..... the 1st day of September 19..... The mortgagor is..... YONG.Y.. KIM and HAE SUE KIM, his wife..... ("Borrower"). This Security Instrument is given to ..... Hoyne Savings and Loan Association ..... which is organized and existing under the laws of ... The State of Illinois ..... and whose address is..... 4786 N. Milwaukee Ave. .... Chicago ILL 60630 ..... ("Lender")  
 Borrower owes lender the principal sum of .ONE. HUNDRED. THIRTY. THOUSAND. AND. NO/100ths----- Dollars (U.S. \$130,000.00). 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 ..... July 1st, 2002 ..... 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 57 in Oak Hill Resubdivision No. 1 being a Resubdivision of Oak Hill Subdivision of part of the North West 1/4 of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

04-29-100-165

COOK COUNTY, ILLINOIS  
FILED FOR RECORDCHO  
*ln*

1987 DEC -3 PM 2:49

87640567

87640567  
DUKERS OFFICE**REAL ESTATE TAX INDEX NO.**

which has the address of ... 4313. Hammersmith ..... Glenview .....  
 [Street] [City]  
 Illinois ... 60025 ..... ("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.

# UNOFFICIAL COPY

4786 NORTH MILWAUKEE AVENUE • CHICAGO, ILLINOIS 60630 • 312/283-4100

and Loan Association

Hoyne Savings

Federal Home Loan Bank Board  
Member Federal Savings and Loan Insurance Corporation  
SAFETY PUBLIC

GIVEN under my hand and Notarial Seal, this ..... 19<sup>th</sup> day of ..... September ..... A.D. 1987.

the said instrument as ..... hereof ..... free and voluntary act, for the uses and purposes herein set forth.

appreciated before me this day in person, and acknowledged that ..... they ..... personally known to me to be the same person whose name is ..... above subscribed to the foregoing instrument,

DO HEREBY CERTIFY that ..... YONG, X., KIM and RAE, SUE, KIM, his wife

ELATINE, M., VEDDER, a Notary Public, and for said County, in the State aforesaid,

STATE OF ILLINOIS SS COUNTY OF COOK

—Borrower  
—(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Other(s) [Specify]

Graduated Payment Rider  Plain Old Unit Devotionment Rider  
 Adjustable Rate Rider  Condominium Rider  2-4 Family Rider

this Security Instrument. Check applicable box(es).

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Instrument, Borrower shall pay recordation costs, together with a release fee.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgeably appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant 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 deficiency; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the date before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure after acceleration and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in acceleration of the sums secured by this Security Instrument, foreclosure after acceleration and sale of the property if the deficiency is not cured by the date specified in the notice.

18. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's breach of any covenant 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 deficiency; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the date before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure after acceleration and sale of the property if the deficiency is not cured by the date specified in the notice.

NON-LINERED COVENANTS, Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

7

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 estimate 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. 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 payment.

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 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.

# UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, any condominium or other title insurance company shall be paid to Lender.

8. Inspection. Lender for its agents may make reasonable entries upon and inspect any premises of the Property. Lender shall give Borrower notice at the time of or prior to inspection specifying reasons for the inspection, 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 fair market value of the sums secured by the Property before the taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 to repair the damage, whether or not the sums secured by this Security Instrument have been deposited in trust or otherwise held by the condominium or other title insurance company.

9. Condemnation. The proceeds of any award or claim for damages, director or condominium, in connection with any condemnation or taking of the Property, or for removal, relocation or modification of any fixture, shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminate with Borrower's written agreement.

8. Inspection. Lender for its agents may make reasonable entries upon and inspect any premises of the Property. Lender shall give Borrower notice at the time of or prior to inspection specifying reasons for the inspection, 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 fair market value of the sums secured by the Property before the taking.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 to repair the damage, whether or not the sums secured by this Security Instrument have been deposited in trust or otherwise held by the condominium or other title insurance company.

10. Borrower Not Released: Forbearance By Lender Not A Waiver. Extension of the time for payment of a modifi-

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The contents and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of paragraph 17.

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 shall be reduced by the amount provided by paragraph 17, Borrower shall be liable to Lender for any prepayment of any principal in charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of a statute of apposite laws has the effect of render-

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless applicable law requires use of a certified or registered letter, the notice shall be given to Borrower or be given by first class address stated herein or any other address designated by notice to Lender. Any notice to the Property Address or any other address Borrower shall receive to Lender. Any notice to Lender shall be given to Borrower or be given without notice to Lender, except where given to Lender in this Security Instrument shall be deemed to have been given to Borrower or in full of all sums secured by this Security Instrument. However, this option shall not be exercised by 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 of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given even though 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 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 is not transferred in its sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not entitled to it) to another person without written notice to the other party all rights and obligations of the Note and of this Security Instrument shall be transferred to the new owner.

18. Borrower's Right to Remit. If Borrower shall give notice of acceleration of any other instruments or agreements in this Security Instrument to assure that the lien of this Security Interest remains in the action as Lender may reasonably require to pay the sums secured by this Security Interest, Lender's rights incurred in enforcing this Security Interest, including, but not limited to, reasonable attorney fees; and (d) takes no action to accelerate any debt of any other instruments or agreements; (b) causes any default of any other instruments or agreements in this Security Interest, including, but not limited to, reasonable attorney fees; and (c) pays all expenses incurred in enforcing this Security Interest, including, but not limited to, reasonable attorney fees; and (d) takes no action to accelerate any debt of any other instruments or agreements; (e) pays all expenses incurred in this Security Interest, including, but not limited to, reasonable attorney fees; and (f) takes no action to accelerate any debt of any other instruments or agreements; (g) pays all expenses incurred in this Security Interest, including, but not limited to, reasonable attorney fees; and (h) takes no action to accelerate any debt of any other instruments or agreements.