

# UNOFFICIAL COPY

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L#602109-1

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 16, 1987. The mortgagor is Jae Hong Park and Jung Sook Park, husband and wife. LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO ("Borrower"). This Security Instrument is given to The United States of America, which is organized and existing under the laws of Illinois; Chicago; Illinois 60639, and whose address is (Lender). Borrower owes Lender the principal sum of One Hundred Twenty Thousand and no/100 Dollars (U.S. \$ 120,000.00). 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 May 1, 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 22, 23 AND THE EAST 5 FEET OF LOT 24 IN BLOCK 3 IN RAVENSWOOD GOLF CLUB, A SUBDIVISION OF THE EAST 1/2 OF SOUTH WEST 1/4 OF SOUTH EAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 4230 - 52 W. Lawrence Avenue, Chicago,  
60630 [Street], (City),  
Illinois 60630 (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:  
Frederic G. Novy  
5700 N. Lincoln Ave., Chicago, IL 60659

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recordd in which it.

Other(s) [Specify] \_\_\_\_\_

Family Rider       Condor Minimum Rider       Pan-Island Unit Developments Rider       Grandparent Rider       Adjustable Rate Rider  
Instruments The Conventions and Agreements of this Security Instrument as if the riders were a part of this Security  
Instrument [Check applicable boxes]       Adjustable Applicable Boxes

Instrumented without charge to Borrower, who shall pay any recordation costs.

21. **Risk Assessment.** Upon payment in full sums secured by this Security Instrument, Lender shall release this Security recipient's bonds and reassignable to a trustee, and then to the sums secured by this Security Instrument.

20. Lender is, upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption taken following judgment, entitled to enter upon, apprise, and manage the possession of and recover the Property and to collect the rents of the property included in the same collected by Lender or the receiver shall be apportioned first to payment of the expenses incurred in the collection of the same.

eaches Security Interests specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Interest without demand and may foreclose this Security Interest instrument by judicial proceeding.

seured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall suffice if given to the Borrower or any other defaulter of a debt due from him to the Lender.

19. **Acceleration:** Remedies. Lender shall give notice to Borrower prior to acceleration following 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 date acceleration becomes effective; (b) the action required to cure the default; (c) the date before the default may result in acceleration of the sums due; and (d) each payable to the default or before the date specified in (c).

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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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.

Instruments, appearing in court, paying reasonable attorney's 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.

7. **Protection of Lender's Rights in the Property:** Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding in bankruptcy, probable, or condemnation of 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

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and fee simple shall not merge unless Lender agrees to the merger in writing.

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Instrumentum immemoriam priori utrōque adiutorio.

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 under paragraph 19 the property is required 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.

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.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause under which Lennder shall hold the policies and renewals and shall receive all premiums and renewals. If Lennder receives all premiums and renewals and makes prompt payment to the insurance carrier and Lennder, Lennder may make proof of loss if not made promptly by Borrower.

insured against loss by fire, hazards included within the term "extreme coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount of the principal amount of the note, plus interest accrued thereon, plus reasonable attorney's fees, and any other expenses incurred by Lender in connection therewith.

Notice of Detention by the Lien. Borrower shall satisfy the lien or make one or more of the actions set forth above within 10 days of the delivery of notice.

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, or (b) contests in good faith the enforceability of the lien or demands payment of the debt due under the instrument.

4. **Chargess**: Leases, 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 are paid under this paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender to be paid under this paragraph 1, Borrower makes these payments directly, Borrower shall promply furnish to Lender all notices of amounts to be paid under this paragraph 1.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this paragraph 1 and 2 shall be applied first, to amounts payable under Paragraph 2; fourth, to interest due and last, to principal due.

Open 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 to 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.

If the due dates of all the escrow items, shall be exceeded, with the due date monthly payments of funds held by Lender, either or credit to Borrower to pay the excess when due, the excess shall be paid in full in cash to his Surety in trust for him to pay to Lender, if amounts necessary to make up the deficiency in one or more payments shall be paid by Lender.

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

Lender pays Borrower interest on the Funds and applicable law permits. Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made otherwise, Borrower shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and details to the Funds.

The Funds shall be held in an institution the depositors of which are measured or guaranteed by a federal state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow item under charge for holding the Funds, analyzing the account of verifying the escrow items, unless

the principal of and interest on the debt evidenced by the Note and any prepayment made prior to the maturity date of the Note. Subject to applicable law or to a written waiver by Borrower, shall be liable to Lender on the day monthly payments are due under the Note as paid in full a sum ("Fund(s)") equal

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## RIDER

WHEREAS, the property hereby conveyed under this mortgage will not be used by the mortgagors as their primary residence, and

WHEREAS, the mortgagors have purchased said property for the purpose of investment, and

WHEREAS, said property consists of a dwelling for five or more families,

THEREFORE, the mortgagors do hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage.

Jae Hong Park  
Jae Hong Park

Jung Sook Park  
Jung Sook Park

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