

15-52822

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MORTGAGE

343326
This instrument was prepared by:
L. konieczko
Lake View Trust & Savings Bank
(Name)
3201 N. Ashland Ave., Chgo IL
(Address)
Return to Box #146

THIS MORTGAGE is made this 24th day of April 1987, between the Mortgagor, Jong S. Park and Myung Wha Park (his wife) * * * * * (herein "Borrower"), and the Mortgagee, LAKEVIEW TRUST AND SAVINGS BANK a corporation organized and existing under the laws of Illinois whose address is 3201 North Ashland - Chicago, Illinois 60657 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand & 00/100 * * * (\$50,000.00) * * Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 24, 1989 * *

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

14763
Lot 56 in Parmly's Subdivision of that part of Lot 3 in Court Partition of the East 30 Acres of the West 40 Acres of the South West Quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EQO

Permanent Real Estate Index Number: 16-11-311-013-0000

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• THIS IS A JUNIOR MORTGAGE •

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DEPT-01 REC'D DURING \$14.00
TM4994 TRIN 0592 96/25/87 15:23:00
REC'D # 10 10-15-87 15:23:00
COOK COUNTY RECORDER

which has the address of 3940 W. Madison Chicago
[Street] [City]
... Illinois 60624 (herein "Property Address");
[State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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(Space Below This Line Reserved For Leader And Recorder)

MY COMMISSION EXPIRES DECEMBER 17, 1983

Given under my hand and official seal, this thirtieth day of April, 1987

..... County ss: Cook, State of Illinois, a Notary Public in and for said county
do hereby certify that Douglas S. Park, and Myung Wha Park,
..... personally known to me to be the same person(s) whose name(s)
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
..... assigned and delivered the said instrument is,, free and voluntary act, for the uses and purposes
..... set forth.

20. Assumption of Rent; Assignment of Rent; Acceleration Clause; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender may enter upon, take possession of and manage the Property and to collect the rents of the Property prior to the expiration of any period of redemption following foreclosure of the Property, Lender, in person, may assign his/her interest in the Property to another or to a third party, provided that Borrower shall be liable to Lender for all sums secured by the Property and collection of rents, including, but not limited to receiver's fees, premiums on receivables and reasonable attorney's fees, and then to the sum secured by this Mortgage. Lender and the receiver shall be liable to account only for those fees.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest accrued thereon, shall be secured by this Mortgage, evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this Mortgage exceed the original amount of the Note plus \$5. N/A.

22. Right of Foreclosure. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, provided that Borrower shall pay all costs of recording in the property, title or otherwise, and the expenses of recording the original note, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exception in the property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

prior to entry of a judgment enforecing this Mortgagee if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, future notes secured by other conveyances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other conveyances or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the conveyances and agreements he made in this Mortgage and in full force and effect as if no acceleration had occurred.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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UNOFFICIAL COPY רשות השידור ממלכתית מינהלית מוסמך למסרים טלוויזיה ורדיו. סדרת מסרים טלוויזיה ורדיו. סדרת מסרים טלוויזיה ורדיו.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Borrower shall pay the premium required to maintain such insurance at the earliest date possible, and shall pay the premium required to maintain such insurance as long as the loan secured by this Mortgage remains unpaid.

which is incorporated by reference and included together with this mortgage, the coverings and agreements of such indenture shall be deemed and supplemental to the covenants and agreements of this Mortgage as if the latter were a part hereof.

6. Preservation and Administration of Property; Leaseholds; Conditional Liens; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit trespasses of any kind upon the Property if this Mortgagor is in a leasedhold. If this Mortgagor is on a unit in and shall comply with the provisions of any lease if this Mortgagor is in a leasedhold. All rights, powers and immunities of a planned unit developer shall remain with this Mortgagor until the completion of the development of the property or until the Mortgagor has sold all of the units in the development. If a conditional unit developer has sold all of the units in the development, the rights, powers and immunities of the conditional unit developer shall be transferred to the new owner of the conditional unit developer.

such installations. If under paragrapgh 18 heretoof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the extent of the sums secured by this Mortgagor prior to the sale or acquisition.

Unless Lessee waives otherwise and Borrower and Lender agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

The Policyholder shall be entitled to receive payment of the amount of the claim as soon as practicable after the date of loss, provided that the claim is submitted in writing and accompanied by such documents as may be required by the Company.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereunder until payment in full of all amounts due under the terms of the Note.

The insurance carrier providing the amount of coverage required to pay the claim is responsible for making payment to the insured.

3. Charges: Lenses, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leases and payments of ground rents, if any, in the manner provided under paragraph 2 hereof, if not paid in such manner, by Borrower making payment, when due, directly to the agent or manager, and to the extent necessary, to the collector of taxes, and to the holder of the leasehold interest, and to the holder of the mortgage, and to the holder of the ground rent, if any, and to the holder of the lease.

3. Application of Payments unless applicable law provides otherwise, all payments received by Lender under Note and paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to the extent payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

Lender shall apply, no later than one month after the date of the Property or its Acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums received by this Mortgagor.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

spur will give Prof. Wright each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

All obligations such as interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

The Funds shall be held in an institution the depositories of accounts of which are insured or guaranteed by a Federal agency if including Lender in an institution the depositories of accounts of which are such as to make such a charge. Borrower and Lender may agree in writing at the time of execution of this agreement to make such a charge. Borrower and Lender may interest on the Funds and applicable law permits Lender to make such a charge.

1. **Payout of Principal and Interest** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal and late charges as provided in the Note, and the principal of and interest on the indebtedness evidenced by the Note.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: