

# UNOFFICIAL COPY

-88-585121

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this 20th day of December, 1988, between the mortgagor, KAE GONG YI and SUN HWA YI, his wife,

(herein "Borrower"), and the mortgagee, Korea Exchange Bank, whose address is 33 North Dearborn Street, Chicago, Illinois 60602 (herein "Lender").

WHERE Borrower is indebted to Lender in the principal sum of THREE HUNDRED THOUSAND and No/100ths (\$300,000) Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 1988 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the First day of January, 1994:

TO SECURE to Lender the payment 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 Security Instrument, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Block "B" of Sophie Rach's Subdivision in Block 25 (except the East 5 acres) of Jackson's Subdivision of the South East quarter in Section 11 and the South West quarter in Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3554-58 West Lawrence Avenue/ 4807-13 North Central Park Ave., Chicago, Illinois 60625

Permanent Real Estate Index Number 13-11-424-020

which has title address of \_\_\_\_\_, (herein "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, water rights, and water stock, and all fixtures now or hereafter a part of the property, all of which including replacements and additions thereto, shall be deemed to or may remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are herein referred to 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, 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. FUNDS FOR TAXES AND INSURANCE. At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Security Instrument, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held with the Lender in an escrow account. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Security Instrument that 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. 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.

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In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this instrument and the balance paid to Borrower.

**9. CONDEMNATION OF THE PROPERTY OR PART THEREOF, OR FOR CONVEYANCE IN LIEU OF CONDEMNATION, ARE HEREBY ASSIGNED AND**

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

Any amounts disbursed by Lender pursuant to this paragraph 7, with interests (hereinafter referred to as "Borrower Advances") shall become additional amounts payable upon notice from Borrower to Seller or to Seller's agent under this Section 11, which amounts shall be paid to Seller or to Seller's agent in addition to amounts otherwise due and payable.

amended and supplemented by the coverams and agreements of this Security Instrument as it the same were a part hereof.

The Property damaged, provided such restoration is capable of being reasonably feasible at the expense of this Society, shall be repaired or restored at the expense of the party at fault.

All insurance policies and renewals shall be in form acceptable to Lender and shall include a standard mailing clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals there, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

such approach shall not be unreasonably withheld. All premiums and insurance policies shall be paid in the manner provided under paragraph 2 heretofore set forth in such manner, by Borrower making payment, when due, directly to the insurance carrier.

**9. INSURANCE POLICY** The insurance policy will provide coverage for the insured's liability arising from the use of the equipment during the period of the lease.

4. CHARGES & FEES Borrower shall pay all taxes, assessments and other charges, fees and impositions attributable to the Property which may attach a lien or other encumbrance over this Security Instrument, and lesseeshold payments of ground rents, if any, the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the lessor thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly charge any loan which has priority over this Security Instrument; provided, that Borrower shall not be required to disburse any sum so long as Borrower is in good faith agrees to the payment of the obligation secured by such loan, in legal proceedings which are instituted by, or against, Lender, (b) shall in good faith consult such loan by, or defend against, any action or proceeding which is brought to collect upon such loan, (c) shall agree to the payment of the obligation secured by such loan in the opinion of Lender, (d) shall in good faith consult such loan by, or defend against, any action or proceeding which is brought to collect upon such loan, (e) shall give notice to Lender of his intention to sell such loan, and (f) shall give notice to Lender of his intention to transfer such loan, in each case, in accordance with the terms of this Agreement.

The Note and paragraphs 1 and 2 hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower and thereafter to interest payable on this Note, and then to the principal of this Note.

**3 APPLICATION OF PAYMENTS** Unless applicable law provides otherwise, all payments received by Lender under this Agreement as a credit against the sums secured by this Security Instrument apply, not later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender under this Agreement shall be applied to the payment of the amounts due under this Agreement.

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ATTORNEY'S FEES, AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS

20. ACCEPTATION OF REMEDIES EXCEPT AS PROVIDED IN PARAGRAPHS 19 AND 20 OF THIS SECURITY AGREEMENT. THE  
BREACHES OF ANY COVENANT OR AGREEMENT OF BORROWER WITHIN THIS SECURITY AGREEMENT WHICH ARE  
COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS SECURITY INSTRUMENT OR WHICH ARE COVENANTS TO  
DETERMINE ALL SUMS SECURED BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE PRIOR TO  
ACCELEARTION UNDER MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 16 HEREOF SPECIFYING (1) THE  
BREACHES OF WHICH SUCH BREACH MUST BE CURED, (2) THE ACTION REQUIRED TO CURE SUCH BREACH, (3) A DATE  
BEFORE 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 SECURITY  
INSTRUMENT. FORCED SALE BY JUDICIAL PROCEEDINGS RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY  
BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSIST IN THE FORCING OF  
PROCEEDINGS THE NON-EXISTENCE OF A DEFALIT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND  
FORCED SALE BY THIS BREACHES NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE. FORCED SALE BY THIS SECURITY  
MAY OCCUR AT A DATE SPECIFIED BY THIS SECURITY INSTRUMENT WHICH IS WITHOUT FURTHER DEMAND AND MAY FORGOE THE SECURITY INSTRUMENT.  
TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORCLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE  
FURTHER DEMAND AND MAY FORGOE THIS SECURITY INSTRUMENT BY THIS SECURITY INSTRUMENT TO BE IMMEDIATELY DUE AND PAYABLE  
TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORCLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE

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19. TRANSFER OF TITLE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the property or  
an interest in the property is sold or transferred for a beneficial interest in Borrower, it shall be furnished a copy of the Note and of this Security instrument at the time of execution of either recordation or  
shall be furnished a copy of the Note and of this Security instrument at the time of execution of either recordation or  
within ten days after the transfer or assignment of the beneficial interest in Borrower, if all or any part of the property or  
immediately due and payable. However, this option shall not be exercised by Lender if such exercise is not authorized by  
immediately due and payable. However, this option shall not be exercised by Lender if such exercise is not authorized by  
paragraph 16 hereof. Such notice shall provide a period of not less than 30 days from the date this note is made within which  
Borrower may pay the sum demanded or 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 this instrument in accordance with  
the terms of this instrument.

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Boilerplate as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to the holder or tenderer when given in the manner designated herein.

17. GOVERNING LAW AND SEVERABILITY. This Security Instrument shall be governed by the law of the State of Illinois in the event that any provision of this Security Instrument conflicts with the Note. Such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to the extent the provisions of this Security Instrument and the Note are declared to be severable.

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**16. NOTICES** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by mailing or by delivery to the address set forth above or to such other address as Borrower may designate by written notice to Lender, and (b) any notice to Borrower provided for in this Security Instrument shall be given by mailing or by delivery to the address set forth above or to such other address as Borrower may designate by written notice to Lender.

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15 LEGISLATION. (1) After the date hereof, noncompliance of application of laws have the effect after a  
rendition the provisions of this Part, if this Security instrument unenforceable according to their respective terms,  
the sums secured hereby unenforceable according to their respective terms, or all of any part of  
the security provided in this Security instrument unenforceable according to their respective terms,  
and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in  
secrecy, then Lender, at Lender's option, may declare all sums secured by this Security instrument to be immediately due and payable  
and may invoke any remedies available to Lender under this Agreement.

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loan exceeded the permitted amount, charges collected or to be collected in connection with the loan, and that the lender may choose to (a) discontinue the principal owed under the Note or by making a direct payment to Borrower, or (b) any sums already collected from Borrower which exceeded permitted limits will be rejudged to the amount necessary to reduce the charge to the permitted limit, and (c) Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

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13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CARRIERS.** The co-venturers and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assignees of the parties hereto, and the parties hereto shall be bound by the terms and conditions of this Agreement.

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12 REMEDIES CUMULATIVE. All remedies provided in this Security Instrument are distinct and cumulative to an  
achieve right or remedy under this Security Instrument or otherwise by law or equity, and may be exercised concurrently, independently or

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10. **ROHDEWEHR NOT RELEASED** Expiration of the time for payment of nonacceleration of the sum secured by this Security Instrument granted by Lender to any successor in interest of the original Borrower or to any other person under the terms of this Agreement.

11. **FORBEARANCE BY LENDER NOT A WAIVER** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise after notice of nonpayment of taxes or other expenses of title under this Note, shall not be a waiver of or preclude the exercise of any such right or remedy. The burden of documentation of the payment of taxes or other expenses of title under this Note is upon the Lender.

or postpone the due date of the monthly installments referred to in Paragraphs 1 and 2 based on changes the amount of such instalments.

awarded or settled a claim for damages. Borrower fails to respond to Lender's notice 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 Security Instrument.

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KOREA EXCHANGE BANK  
33 North Dearborn Street  
Chicago, Illinois 60602

MAIL TO:

This instrument was prepared by K. Y. Shim, Attorney at Law, 77 W. Washington St., Chicago, Ill.

(Commutation expenses)

*[Signature]*

Notary Public

3/27/88

My Commission Expires

NOTARY PUBLIC, STATE OF ILLINOIS

KYE-YOUNG SHIM

"OFFICIAL SEAL"

Given under my hand and seal this day of December 19, 1988

described to the foregoing instrument as a true and voluntary instrument, for little uses and purposes herein set forth,  
and Sun Hwa Yi, his wife, personally known to me to be the same person whose name is  
and undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kye Gong Yi  
l, the undersigned,

COUNTY OF 1988  
STATE OF ILLINOIS

Sun Hwa Yi BORROWER (SEAL)  
Kae Gong Yi BORROWER (SEAL)  
T-1111 TRAN 7551 12/20/88 14:11:00  
#2437 # A # -B- 584-122

and year first written.  
IN WITNESS WHEREOF, I have caused this Security instrument to be executed at the place and on the day

(b) My new and prior interest is to receive payment of my loan.  
(c) Notice of changes in the new monthly payment date after the Change Date will pay the amount of my new monthly payment.

(d) The Note Holder will deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me beginning on the first monthly payment date effective on each Change Date until the amount of my new monthly payment.

(e) My new interest rate will become effective on each Change Date in substantially equal payments by the maturity date at my new interest rate beginning on the first monthly payment date effective on each Change Date.

(f) The Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate based on a 20 year amortization period starting the date of this Note. The result of this calculation will be the new monthly payment.

(g) The Note Holder will give me notice of its choice if this information is to change.

(h) The Note Holder is to pay all costs of recording this instrument.

(i) The Note Holder is to pay all costs of recording this instrument.

(j) The Note Holder is to pay all costs of recording this instrument.

(k) The Note Holder is to pay all costs of recording this instrument.

(l) The Note Holder is to pay all costs of recording this instrument.

(m) The Note Holder is to pay all costs of recording this instrument.

(n) The Note Holder is to pay all costs of recording this instrument.

(o) The Note Holder is to pay all costs of recording this instrument.