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THIS INSTRUMENT WAS PREPARED BY **IRIN BALTISTA**
One North Dearborn Street
Chicago, Illinois 60602

88109619

CITICORP SAVINGS

MORTGAGE

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

LOAN NUMBER: **000979732**

C117156 0
CITICORP SAVINGS

THIS MORTGAGE SECURITY INSTRUMENT was given on **March 11 1988** by **RUCHIRA KHUON and YOK KUY KHUON, his wife**

to the Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized under the laws of the United States and whose address is One South Dearborn Street, Chicago, Illinois 60603. This loan was made for the principal sum of **SEVENTEEN THOUSAND SIX HUNDRED AND 00/100 Dollars (US \$17,600.00)**. This debt is evidenced by a promissory note dated the same date as this Security Instrument ("Note"), which provides for monthly payments with the first payment due on **April 1, 2003**.

The Security Instrument provides for the repayment of the debt evidenced by the Note with interest and advances as set forth in the Note and other attached instruments with interest advanced under paragraph 7 to protect the security. This Security Instrument and all the terms and conditions, covenants and agreements under this Security Instrument and the Note and the promissory note are hereby granted and conveyed to Lender the following described property located in **COOK County, Illinois**.

****SEE ATTACHED RIDER****

Unit Number 1723 in 3550 Lake Shore Drive Condominium as delineated on Survey of Lot 1 in Block 1 in Baird and Warner's Subdivision of Block 12 of Hundley's Subdivision of Lots 3 to 21, 33 to 37 inclusive in Pine Grove, a Subdivision of fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian, together with vacated alley in said Block and the tract of land lying Easterly of and adjoining said Block 12, and Westerly of the Westerly Line of North Shore Drive (excepting street previously dedicated), in Cook County, Illinois, (hereinafter referred to as "Parcel"), which Survey is attached as Exhibit "A" to the Declaration of Condominium made by the American National Bank and Trust Company of Chicago, a National Banking Association as Trustee under Trust Agreement dated February 11, 1974 and known as Trust Number 32679, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 24132761, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois.

I.D. #14-21-111-007-1441 **M**

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED THIS 11TH DAY OF MARCH 1988, A.D.

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THIS SECURITY INSTRUMENT... (mirrored text)

... (mirrored text)

... (mirrored text)

CHICAGO

6550 N LAKE SHORE DRIVE #1223

8888

Property of Cook County Clerk's Office

I.D. #14-21-111-007-1441

Cook County Clerk's Office

C117156 0

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with interest upon the amount of the loan... shall be payable...

2. **Protection of Lender's Rights in the Property; Mortgage Insurance;** It is the intent of the parties to this agreement that the lender shall have the right to take any action necessary to protect its interest in the property...

3. **Insurance and Maintenance of Property; Leases;** The borrower shall maintain the property in good repair and shall keep it insured against fire and theft... The borrower shall also maintain the property in good repair...

4. **Transfer of Property;** The borrower shall not sell, lease, or otherwise dispose of the property without the prior written consent of the lender... The borrower shall also not encumber the property with any other liens...

5. **Default Insurance;** The borrower shall maintain a policy of default insurance covering the loan... The borrower shall also maintain the policy in full force and effect throughout the term of the loan...

6. **Assignment of Rights;** The borrower shall not assign, transfer, or otherwise dispose of its rights under this agreement without the prior written consent of the lender... The borrower shall also not subrogate its rights...

7. **Applicable Law;** This agreement shall be governed by the laws of the State of New York... The parties agree to submit to the jurisdiction of the courts of the State of New York...

8. **Entire Agreement;** This agreement, together with the attached exhibits, constitutes the entire agreement between the parties... No oral agreement or understanding shall be binding on the parties...

9. **Payment of Principal and Interest; Prepayment and Late Charges;** The borrower shall pay to the lender the principal amount of the loan and interest thereon... The borrower shall also pay any late charges...

10. **Severability;** If any provision of this agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect... The parties agree to the severability of this agreement...

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13. Borrower's Right to Reinstatement. If the Security Instrument is a deed of trust, the Borrower shall have the right to have the Security Instrument reinstated by paying to the lender the amount of the principal and interest then due on the loan...

14. Successors and Assigns Bound, Joint and Several Liability, Co-Signers. The covenants and agreements in this Security Instrument shall bind the Borrower, its heirs, assigns, successors, personal representatives, estate, executors, administrators, assigns, and assigns of the Borrower...

15. Governing Law, Jurisdiction, Venue, Arbitration, Waiver of Jury Trial, and Choice of Forum. This Security Instrument shall be governed by the laws of the State of California. The parties to this Security Instrument hereby agree that the courts of the State of California shall have exclusive jurisdiction over any dispute arising out of or in connection with this Security Instrument...

16. Transfer of the Property or a Beneficial Interest in Borrower. If the Borrower transfers or conveys all or part of the property subject to this Security Instrument, or if the Borrower transfers or conveys all or part of a beneficial interest in the Borrower, the transferee or transferee shall be deemed to have acquired the property or interest subject to this Security Instrument...

17. Loan Charges. If the loan secured by this Security Instrument is subject to any charges, including but not limited to interest, late charges, and other charges, the Borrower shall be obligated to pay such charges in accordance with the terms of this Security Instrument...

18. Lender Not Released, Forbearance by Lender Not a Waiver. The fact that the Lender forbears to exercise any right or remedy provided for in this Security Instrument shall not constitute a release of the Borrower from its obligations under this Security Instrument...

19. Lender's Right to Accelerate. If the Borrower fails to make any payment when due, or if the Borrower breaches any other covenant or agreement in this Security Instrument, the Lender may, at its option, declare the entire amount of the loan to be due and payable immediately...

20. Lender's Right to Sue. The Lender may sue to enforce the terms of this Security Instrument, and the Lender may seek judgment for the full amount of the loan, including interest, costs, and attorney's fees, in any court of competent jurisdiction...

21. Lender's Right to Foreclose. If the Borrower fails to make any payment when due, or if the Borrower breaches any other covenant or agreement in this Security Instrument, the Lender may, at its option, exercise its right to foreclose on the property subject to this Security Instrument...

22. Lender's Right to Assign. The Lender may assign all or part of its rights and obligations under this Security Instrument to any third party, and the Borrower shall be bound by the terms of this Security Instrument as if it were assigned to the third party...

23. Lender's Right to Subrogate. If the Lender makes any payment on behalf of the Borrower, the Lender shall be subrogated to the rights and remedies of the lender whose payment it has made, and the Borrower shall be bound by the terms of this Security Instrument as if it were the lender whose payment it has made...

24. Lender's Right to Sue for Damages. The Lender may sue for damages, including but not limited to interest, costs, and attorney's fees, in any court of competent jurisdiction, in addition to any other remedies available to the Lender under this Security Instrument...

25. Lender's Right to Sue for Specific Performance. The Lender may sue for specific performance of any covenant or agreement in this Security Instrument, and the Borrower shall be bound by the terms of this Security Instrument as if it were the lender whose payment it has made...

26. Lender's Right to Sue for Injunctive Relief. The Lender may sue for injunctive relief to prevent the Borrower from breaching any covenant or agreement in this Security Instrument, and the Borrower shall be bound by the terms of this Security Instrument as if it were the lender whose payment it has made...

27. Lender's Right to Sue for Punitive Damages. The Lender may sue for punitive damages, including but not limited to interest, costs, and attorney's fees, in any court of competent jurisdiction, in addition to any other remedies available to the Lender under this Security Instrument...

28. Lender's Right to Sue for Attorney's Fees. The Lender may sue for attorney's fees, including but not limited to interest, costs, and attorney's fees, in any court of competent jurisdiction, in addition to any other remedies available to the Lender under this Security Instrument...

29. Lender's Right to Sue for Costs. The Lender may sue for costs, including but not limited to interest, costs, and attorney's fees, in any court of competent jurisdiction, in addition to any other remedies available to the Lender under this Security Instrument...

30. Lender's Right to Sue for Interest. The Lender may sue for interest, including but not limited to interest, costs, and attorney's fees, in any court of competent jurisdiction, in addition to any other remedies available to the Lender under this Security Instrument...

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Mail to box 235
BOX #165

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PATRICIA L. HORTON

March 11, 1990

are
they

THE UNDERSIGNED RUCHIRA KHON and YOK KUY KHON, his wife

SEE RIDES ATTACHED HERETO AND MADE A PART HEREOF

YOK KUY KHON

RUCHIRA KHON

Mr. Khon

Ruchira Khon

SEE RIDES ATTACHED HERETO AND MADE A PART HEREOF

RUCHESSOR'S SIGNATURE
 BORROWER'S SIGNATURE

19 Acceleration. Remedies Lender shall give notice to borrower prior to acceleration following borrower's breach of any covenant or agreement 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 default, (b) the action required to cure the default, and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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-accommodation party defense of borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the evidence.

20 Lender in Possession. Lender shall have the right to take possession of the Property if the borrower is in default under this Security Instrument and the borrower fails to cure the default on or before the date specified in the notice. Lender shall have the right to take possession of the Property if the borrower is in default under this Security Instrument and the borrower fails to cure the default on or before the date specified in the notice. Lender shall have the right to take possession of the Property if the borrower is in default under this Security Instrument and the borrower fails to cure the default on or before the date specified in the notice.

21 Remedies. Lender shall have the right to take possession of the Property if the borrower is in default under this Security Instrument and the borrower fails to cure the default on or before the date specified in the notice. Lender shall have the right to take possession of the Property if the borrower is in default under this Security Instrument and the borrower fails to cure the default on or before the date specified in the notice.

22 Waiver of Remedies. Borrower hereby waives the right to demand a trial by jury in any action brought by Lender to enforce this Security Instrument.

23 Riders to this Security Instrument. The following riders are hereby incorporated into this Security Instrument:

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MULTI STATE CONDOMINIUM RIDER - Single Family - FNMALH11 MC UNIFORM INSTRUMENT # 8009RDR #3297 # 8-8-109719
#2822 Form 8972 02/16/05 12 15:00
LETTING RECORDING 318 08

Signature lines for **YOK KUY KHOUN** and **RUCHIRA KHOUN** with handwritten signatures.

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BE SIGNING BELOW, Borrower accepts and agrees to the terms and provisions of the Multi State Condominium Rider...
The assignment of the Condominium Documents...
B. Lender's Prior Consent...
C. Public Liability Insurance...
D. Condemnation...
E. Hazard Insurance...
CONDOMINIUM COVENANTS...
The Condominium Documents...
The Condominium Documents...
The Condominium Documents...

3550 LAKE SHORE DRIVE CONDOMINIUM

THIS CONDOMINIUM RIDER is in full force and effect...
3550 N LAKE SHORE DRIVE #1723, CHICAGO, IL 60657
Savings of Illinois a Federal Savings and Loan Association...
March 19 88

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

CITICORP SAVINGS

CONDOMINIUM RIDER

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