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M O R T G A G E

THIS MORTGAGE ("Security Instrument") is made this 2nd day of June, 1988, between the mortgagor, Don Soo Cho and Sung Hee Cho, his wife

(herein "Borrower"), and the mortgagee, Korea Exchange Bank, whose address is 33 North Dearborn Street, Chicago, Illinois 60607 (herein "Lender").

and No. 10012-C-0388 Borrower is indebted to Lender in the principal sum of One Hundred Ninety Nine Thousand Dollars, which indebtedness is evidenced by Borrower's note dated June 2, 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 1st day of July, 1993.

TO SECURE to Lender 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 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:

See Attached For Legal Description

PIN: 13-01-303-003

88243392

which has the address of 5978 N. Lincoln Ave., Chicago, IL (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 be and 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:

- 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.
- FUNDS FOR TAXES AND INSURANCE.** At Lender's sole option, Borrower shall pay to Lender on the day monthly installments of principal and interest 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 attach 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.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, not 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 the 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 interest payable on the Note, and then to the principal of the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee 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 discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument. If Lender determines that any part of the Property is subject to 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, theft and included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

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 thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repairs are economically feasible and the security of this Security Instrument is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Security Instrument would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

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. If under paragraph 20 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part hereof.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. 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 such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and 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 Security Instrument. 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 Security Instrument, 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 Security Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Security Instrument 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.

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KOREA EXCHANGE BANK
33 North Dearborn Street
Chicago, Illinois 60602



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This instrument was prepared by Jay Kim, 5715 N. Lincoln Ave., S300, Chicago, IL, 60655 (NAME AND ADDRESS)

Notary Public
Commission expires March 7, 1990

Given under my hand and official seal, this 2nd day of June, 1988

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Don Soo Cho and Sung Hee Cho personally known to me to be the same person as subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes herein set forth.

Don Soo Cho, BORROWER (SEAL)
Sung Hee Cho, BORROWER (SEAL)

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

- (i) the new and prior interest rate of my loan;
 - (ii) the amount of my monthly payment following the Change Date;
 - (iii) any additional matters which the Note Holder is required to disclose; and
 - (iv) the title and telephone number of a person who will answer any questions I may have regarding the notice.
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (E) Notice of Change;
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (D) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (E) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (F) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (G) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (H) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (I) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (J) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (K) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (L) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (M) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (N) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (O) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (P) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (Q) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (R) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (S) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (T) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (U) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (V) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (W) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of
- (X) Notice of Change
- beginning on the first monthly payment date after the Change Date until the amount of my monthly payment. My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment based on a 20 year amortized term from the date of the Note. The result of this calculation will be the new amount of my monthly payment.
- (Y) Effective Date of Changes
- My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
- (Z) Notice of Change
- The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of

22 ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. An additional security instrument without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23 RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Lender and Borrower otherwise agree in writing. Borrower at all times shall use the Property as his or her sole principal residence.

24 USE OF THE PROPERTY. Unless Lender and Borrower otherwise agree in writing, Borrower at all times shall use the Property as his or her sole principal residence.

25 INTEREST RATE AND MONTHLY PAYMENT CHANGES. In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows: The Note provides for an initial interest rate of $11\frac{1}{2}\%$. The Note provides for changes in the interest rate and the monthly payments, as follows:

(a) Change Dates

The interest rate I will pay may change on the 1st day of September, 1988, and on day of every month thereafter. Each date on which my interest rate could change is called a "Change Date."

(b) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the highest prime rate as published in the Money Rates section of the Wall Street Journal each business day. The most recent Index figure available as of 30 days before each Change Date is called the "Current Index."

(c) Monthly Payment Changes

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of his choice.

(d) Monthly Payment Changes

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 required to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. 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 required to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(e) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(f) Notice of Change

The Note Holder will mail or deliver to me a notice at least 25 days prior to each Change Date. The notice will advise me of

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LEGAL DESCRIPTION

Lot two (2) in Block thirty-eight (38) in W.F. Kaiser and Company's Peterson Wood Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, (except that part of Lot two (2) in Block thirty-eight (38) lying between the South Westerly line of Lincoln Avenue and a line seventeen (17) feet South Westerly thereof measured at right angles thereto and parallel with the South Westerly line of Lincoln Avenue), in Cook County, Illinois.

Lot three (3) in Block thirty-eight (38) in W. F. Kaiser and Company's Peterson Wood Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, (except that part of Lot three (3) in Block thirty-eight (38) lying between the South Westerly line of Lincoln Avenue and a line seventeen (17) feet South Westerly thereof measured at right angles thereto and parallel with the South Westerly line of Lincoln Avenue), in Cook County, Illinois.

Lot four (4) in Block thirty-eight (38) (except the part lying between the South West line of Lincoln Avenue, and a line seventeen (17) feet South West thereof taken for widening of Lincoln Avenue) in Kaiser and Company's Peterson Woods Additions to Arcadia Terrace in Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Lot five (5) in Block thirty-eight (38), (except that part conveyed to City of Chicago by Deed recorded August 11, 1937, as document 12039234) in W. F. Kaiser and Company's Peterson Wood's Addition to Arcadia Terrace in the South West quarter of Section one (1), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian according to the Plat thereof recorded January 7, 1915, as document 5557707, in Cook County, Illinois.

88243392

COMMONLY KNOWN AS: 5978 North Lincoln Avenue
Chicago, Illinois 60659

PERMANENT INDEX NUMBERS: 13-01-303-002-0000, Volume 317, as to Lot 2
13-01-303-003-0000, Volume 317, as to Lot 3
13-01-303-004-0000, Volume 317, as to Lot 4
13-01-303-005-0000, Volume 317, as to Lot 5

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COOK COUNTY RECORDER

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Property of Cook County Clerk's Office

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