

# UNOFFICIAL COPY

COOK COUNTY  
FILER'S INDEX

1988 AUG 30 AM 10:31

88393561

88393561

LOAN # 87118030  
88393561  
BELL FEDERAL SAVINGS AND  
LOAN ASSOCIATION  
CORNELL & CLARK  
MONROE & CLARK STREETS  
CHICAGO, ILLINOIS 60603

LOCK 112

HOME OFFICE LOAN NO. 87118030

(Space Above This Line For Recording Data)

## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on AUGUST 04,  
1988. The mortgagor is SOON LEE AND CHUNG LEE, HIS WIFE,  
("Borrower"). This Security Instrument is given to  
**BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
Monroe & Clark Streets - Chicago, Illinois 60603, ("Lender").  
Borrower owes Lender the principal sum of TWO HUNDRED THOUSAND AND 00/100  
Dollars (U.S. \$ 200,000.00). 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 09-01-2018. 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 3 IN SEMAR SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDED BY: BELL FEDERAL SAVINGS AND  
LOAN ASSOCIATION  
CORNELL & CLARK  
MONROE & CLARK STREETS  
CHICAGO, ILLINOIS 60603  
AUGUST 11, 1988

88393561

PERMANENT TAX I.D. NUMBER 04-20-201-004

which has the address of 2755 CHARLES CT.,  
(Street)  
Illinois 60025 ("Property Address");  
(Zip Code)

GLENVIEW

(City)

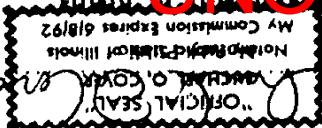
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also 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.

**UNOFFICIAL COPY**

1228



Witness my hand and official seal this 19th day of August 1888.

**THEY** executed said instruments for the purposes and uses herein set forth.

1. **SOIL LEE AND CHUNO LEE, HIS WIFE**, a Notary Public in and for said County and State, do hereby certify that before us, on the 1<sup>st</sup> day of July, A.D. 1962, in the City of Wichita, State of Kansas, we have examined said instrument and find it to be in due form, and we further certify that the person(s) who, being informed of the contents of the foregoing instrument, personally appeared before us and executed the same, and known or proved to me to be the person(s) who, having signed the instrument, did so do freely and voluntarily, and did so do in the presence of the undersigned witness(es).

COUNTY OF  
STATE OF

Instrument issued in any rider(s) activated by Borrower and recorded with it.  
BY SIGNING HEREIN, Borrower accepts and agrees to the terms and conditions contained in this security  
instrument and in any rider(s) activated by Borrower and recorded with it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment, Lender (in Person), by Agent or by judgment creditor, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including all rents due. Any other collection by Lender or the receiver shall be applied first to pay judgments on account of mandatory attorney's fees, and then to the same secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Foreclosure. Borrower waives all rights of homestead exception in the Property.

23. Rights to this Security Instrument. None of more rights are exercisable by Borrower and recorded together with security instruments, if one or more rights are exercised by Borrower and recorded together with security instruments, the co-owners and agreeements of each such right shall be incorporated into and shall amend and supplement the documents of this Security Instrument as if the right(s) were a part of this Security Instrument.

X Adhesive label, Rate Rider  
 Conditional Rider  
 Contingent Rider  
 Family Rider  
 Grandparent Rider  
 Planned Unit Development Rider  
 Other(s) [Specify]

# UNOFFICIAL COPY

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 the Property is sold or acquired by Lender, Lender shall apply, no 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 paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** 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. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a 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 improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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.

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. If under paragraph 19 the Property is acquired 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 Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 Instrument, appearing in court, paying reasonable attorneys' 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.

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.

88393561

UNOFFICIAL COPY  
THIS IS AN UNOFFICIAL COPY OF THE CLASS OF 2023 GRADUATION GUIDE. PLEASE REFER TO THE OFFICIAL GUIDE FOR THE MOST UP-TO-DATE INFORMATION.

**18. Borrower's Right to Resistive.** 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 Securing Instruments (a) paye's tender all sums which them would be due under this Security instrument, (b) enters into an agreement to paye's any other covenants or agreements this Security instrument, (c) pays all expenses incurred in enforcing this agreement, (d) takes such action as Lender may reasonably require to assure that the intent of this Security instrument is not violated, (e) and (f) takes such action as Borrower's obligation to paye's the sums secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security instrument shall not apply in the case of acceleration under paragraphs 13 or 17.

If under exercise of this or the date of the notice specified, the Borrower fails to pay the sum due, the Lender may invoke any remedy permitted by law without notice or demand on Borrower.

Accumulated by this accessibility instrument, however, this option shall not be exercised by Lender if exercise is prohibited by

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or the instruments with which the property is located, is held to be contrary to law, such conflict shall not affect other provisions of this Security Instrument or the law of the state in which the property is located.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Security Instrument.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mail to the address set forth above or to another address if Borrower shall change his address. Any notice to Lender shall be given by mail to its principal office at the address set forth above or to another address if Lender shall change its address. Any notice to Borrower provided for in this instrument shall be given by mail to the address set forth above or to another address if Borrower shall change his address. Any notice to Lender shall be given by mail to its principal office at the address set forth above or to another address if Lender shall change its address.

13. **LEGISLATION** *Amending Law*  
14. **RENDERING ANY PROVISION OF THE NOTE OF THIS SECURITY UNENFORCEABLE** *or* **EXEMPTIONS**  
15. **RENDERING ANY PROVISION OF THE NOTE OF THIS SECURITY UNENFORCEABLE** *or* **EXEMPTIONS**

12. **Loan Charges.** If the loan secured by any security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the charge to the permitted limits, hereinafter referred to as "loan charges" shall be reduced by reducing the charge to the permitted limits; and (b) any such loan charge collected from Borrower under Note will be reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. Under this Note, the reduction of the principal will be treated as a partial repayment without any charge under the Note.

11. Security Information shall be joint used and accessible and assignments of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverments and agreements shall be joint used and severable. Any Borrower who co-signs this Security Information shall have the right to inspect and copy the documents and information in the possession of the other Borrower.

shall not be a waiver of the exclusive right of remedy.

modelification of the organization of the security instruments granted by Lender to any successor in merger or Borrower, shall not operate to release the liability of the original Borrower or Borrower's successors in merger of Borrower, shall not be required to communicate proceedings against any successor in merger to Lender if Lender shall not be refused to extend time for

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

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 sum secured by this security instrument, whether or not then due.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 less than due, with any excess paid to Borrower. In the event of a partial taking of the Property, units shall be proportionate and under otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured by

9. **Condemnation.** The proceeds of any award of claim for damage, direct or consequential, in connection with any condemnation in which we may be involved, or compensation for loss of use of land, shall be paid to Landesfer.

measured in accordance with Borrower's and Lender's written agreement to maintain the financial ratios set forth in the applicable law.

# UNOFFICIAL COPY

LOAN NUMBER

87118030

## ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 4TH day of AUGUST, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2755 CHARLIE CT., GLENVIEW, IL 60025

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7 1/2% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.**

**Additional Covenants.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.900%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

##### (A) Change Dates

The interest rate I will pay may change on the first day of SEPTEMBER, 1989, and on that day every 12th 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation Insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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 this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than .250 percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4(F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 13,400 percent per annum.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

##### (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 Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

88393561

# UNOFFICIAL COPY

**CHUNG LEE**  
SOON LEE  
**HARRIETTE HARRIS**  
**SCOTT HARRIS**

Rate Rider.

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable

**27. STAFF ATTORNEYS' FEES.** The term "attorneys' fees" shall include reasonable fees charged by the law under for the services of attorneys or its staff.

26. **ASSUMPTION POLICY**. Notwithstanding Scenario 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) the terms of the Note and the Security Instrument are not otherwise in default; (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards; (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or **ONE** percent (1.00%) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by law.

25. RELEASEE FEE. Notwithstanding Clause 21 of the Security Instrument to the contrary, this  
Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby.  
Pursuant to the terms hereof and the payment of a reasonable release fee.

**24. ADDITIONAL INSURANCE.** In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount and add the amount so advanced in partments of premiums as additional debt hereby, with in further agree that the lender may advance any premium due and payable on such insurance policies, and the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies, and form and company acceptable to the Lender as additional security for the indebtedness hereby secured, shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount and add the amount so advanced in partments of premiums as additional debt hereby, with in

#### **B. ADDITIONAL NON-UNIFORM COVENANTS.** In addition to the covenants and agreements made

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my mon-

(1) **Limits on my Capital Expenditure Increases Monitors Payments**  
 Only unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed this if I pay a limited payment. If so, on the date that my Paying my Limited Payment would cause me to exceed their limit, I will immediately begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in subsidies, fully equal payments.

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in subsequent equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(c) above.

(c) Additions to My Unpaid Principal  
Holder notice that I am doing so at least 15 days before my first new monthly payment is due.  
Holder is entitled to the "Unpaid Principal". If I choose a limited Payment multiplied by the number 1.075, This amount will follow a Change Date to the amount I have been paying multiplied by the number 1.075. This monthly payment will not permit me to do so, I may choose to limit the amount of my new  
Unpaid Principal to \$1000 monthly payment.