

# UNOFFICIAL COPY

ILLINOIS HOME IMPROVEMENT FINANCIAL SERVICES, INC.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 household estate if this Mortgage is on a household) are hereinafter 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, and that the Property is unencumbered, except hereby conveyed and has the right to mortgage, grant and convey that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Illinois, 60025 (Zip Code)  
which has the address of: 4313 HAMBERSMITH LANE GLENVIEW ILLINOIS (City)

Property of Cook County Clerk's Office

28862588

TAX ID#04-29-103-014

LOT 57 IN OAK HILL SUBDIVISION NO. 1, BEING A RESUBDIVISION OF OAK HILL SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 the Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender of the following described property located in the County of Cook, State of Illinois:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 70,000.00 which indebtedness is evidenced by Borrower's note dated November 21, 1989, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 1, 2004.

ONE NORTH DEARBORN STREET, CHICAGO, ILLINOIS, 60602 (herein "Lender").

YONG Y KIM and HAE SUE KIM, DEBTHOLDERS, HIS WIFE (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is:

89520237  
K-68  
November



MORTGAGE

LOAN NUMBER: 010027334

ONE NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602 (Address)

GINNY GILMARTIN (Name)

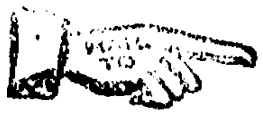
This instrument was prepared by: [Signature]

CITICORP SAVINGS

481 700 1071

GINNY GILMARTIN  
(Name)  
ONE NORTH DEARBORN STREET, CHICAGO,  
ILLINOIS 60602 (Address)

MORTGAGE



LOAN NUMBER: 010027334

89570737

THIS MORTGAGE is made this 21st day of November 1989, between the Mortgagor, YONG Y KIM and HAE SUE KIM, ~~her husband~~ <sup>his wife</sup>, (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is: ONE NORTH DEARBORN STREET, CHICAGO, ILLINOIS 60602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 70,000.00 which indebtedness is evidenced by Borrower's note dated November 21, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 1, 2004;

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 the Mortgage; 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:

LOT 57 IN OAK HILL RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF OAK HILL SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#04-29-103-014

which has the address of 4313 HAMMERSMITH LANE GLENVIEW Illinois 60025 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter 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, and that the Property is unencumbered, except hereby conveyed and has the right to mortgage, covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

1989 002 134

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Cook County Clerk's Office

# UNOFFICIAL COPY

...with a lien which has priority over the mortgage, deed of trust or other security agreement hereby assigned and shall be paid to lender, subject to the terms of any mortgage, deed of trust or other security agreement...

**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 condemnation, are hereby assigned and shall be paid to lender, subject to the terms of any mortgage, deed of trust or other security agreement...

**8. Impairment.** 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 respecting reasonable cause therefor. Nothing contained in this paragraph 8 shall require lender to incur any expense or take any action hereunder.

Any amounts disbursed by lender pursuant to this paragraph 8, with interest thereon, at the Note rate, 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 therefor.) Borrower's and Lender's written agreement or applicable law.

**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, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such repairs, alterations, improvements, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender requests mortgage insurance as a condition of making the loan secured by this Mortgage, 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.

**6. Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Development.** 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 Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or governing instrument of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consent to the development and use of the Property.

**5. Hazard Insurance.** Borrower shall keep the interest in the Property free of any existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and for such periods as Lender may require. The insurance shall be subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to lender and shall include a standard mortgage clause in favor of and in a form acceptable to lender. Lender shall have the right to hold the policy and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**4. Prior Mortgage and Deeds of Trust; Change; Lien.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and impositions (collectively to the Property which may attach a priority over this Mortgage, and household payments or ground rents, if any).

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 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.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to lender on the day monthly payments of principal and interest under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessment, if any) which may attach a priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium payments 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents, shall request the amount required to pay said the due date of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, other promptly applied to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender or applied to pay taxes, assessments, insurance premiums and ground rents is not sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower or shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Lien payment in full of all sums secured by the Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 2 hereof the Property is sold or the Property in 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 on a credit against the sums secured by this Mortgage.

**1. Payment of Principal and Interest.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to lender on the day monthly payments of principal and interest under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessment, if any) which may attach a priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium payments 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

**1. Payment of Principal and Interest.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to lender on the day monthly payments of principal and interest under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessment, if any) which may attach a priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium payments 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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**10. Borrower Not Substantively Prejudiced by Lender Not a Waiver.** Extension of the time for payment or modification of mortgagability 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 mortgagability of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 10 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage or Borrower's interest in the Property.

**12. 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 delivering it or 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 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.

**13. Governing Law; Jurisdiction.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to the Mortgage. It is agreed that any provision or clause of this Mortgage or the Note which is in conflict with applicable law, such as to the extent that the provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the extent that the provisions of this Mortgage and the Note are declared to be severable. As used herein, "confer", "expense", "expense" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

**15. Substitution Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home equity loan, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or interests which Borrower may have against parties who supply labor, material or services in connection with improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells, transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transfer as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

**17. Acceleration; Remedies; Waiver.** Except as provided in paragraph 18 hereof, upon Lender'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 shall give notice to Borrower as provided in Paragraph 12 hereof regarding (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 by judicial proceedings, and the right to make of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceedings the nonaccrual of a default or any other defenses of Borrower to acceleration and may, 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 proceedings, but not limited to, reasonable attorney's fees and costs of documentation, evidence and this report.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; and (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment an cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

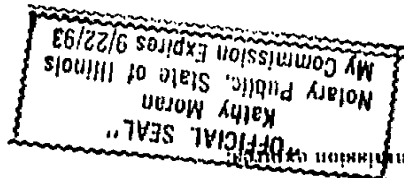
**19. Assignment of Rights; Appointment of Escrower.** As additional security hereunder, Borrower hereby assigns to Lender the entire of the Property, provided that Borrower shall prior to acceleration under paragraph 17 hereof or abandonment of the Property, (a) execute and acknowledge this Mortgage and the Note, and (b) execute and acknowledge this report.

89-570737

BOX #165 DEPT-01 RECORDING #14.25  
103333 TRAN 2613 11/30/89 09:45:00  
#0840 \$ C \* -89-570737  
COOK COUNTY RECORDER

(Type Below This Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office



THE UNDERSIGNED  
I, YONG X KIM and HAE SUE KIM, his wife, a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 21st day of November, 1989.

STATE OF ILLINOIS, County ss: Cook  
HAE SUE KIM  
YONG X KIM

89570737

IN WITNESS WHEREOF, Borrower has executed this Mortgage.  
Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST  
17. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.  
20. Balance. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.  
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.