

**BOX 333 UNOFFICIAL COPY** 89076415

301710

COOK COUNTY, ILLINOIS  
FBI - FOIL REQUEST

492 L  
492  
35  
71  
Paul Lee and Hyun Soon Lee

1989 FEB 21 AM : 13

89076415

Mail To: GAGE PARK SAVINGS & LOAN ASSOCIATION  
5400 SOUTH PULASKI  
CHICAGO, IL 60632

[Space Above This Line For Recording Data]

**MORTGAGE**

JANUARY 21

THIS MORTGAGE ("Security Instrument") is given on .....  
19..... The mortgagor is ..... PAUL LEE and HYUN SOON LEE, HIS WIFE .....  
..... "GAGE PARK SAVINGS & LOAN ASSOCIATION" ("Borrower"). This Security Instrument is given to .....  
under the laws of ..... STATE OF ILLINOIS ..... which is organized and existing  
5400 SOUTH PULASKI CHICAGO, IL 60632 ..... and whose address is .....  
Borrower owes Lender the principal sum of ..... ONE HUNDRED FIFTY THOUSAND AND NO /100  
..... Dollars (U.S. \$..... 150,000.00.....). 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 ..... JANUARY 10, 2004 ..... 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 80 in Silo Ridge Estates unit Number 2, being a Planned Unit  
Development of the West  $\frac{1}{2}$  of the South East  $\frac{1}{4}$  (except the South  
50 Feet thereof) and the East  $\frac{1}{2}$  of the South West  $\frac{1}{4}$  of Section  
7, Township 36 North, Range 12 East of the Third Principal  
Meridian, in Cook County, Illinois.

14<sup>50</sup>

P.I.N. 27-07-400-002

970940088

which has the address of ..... 80 Windmill Road ..... Orland Park .....,  
60462 ..... [Street] ..... (City)  
Illinois ..... ("Property Address");  
[Zip Code]

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 seised 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**

፳፻፷፭

This instrument was calibrated by NANCY BERGERON, S41, STANLEY PARK CHIROPDO., IL 60632

Winneshiek County and City of Ottumwa Seal	Official Seal	1990	My C.R. No. 01-23-90 Date of Illinois Prizes 01-23-90
day of January 1989	21st	1990	Notary Public (Seal)

Notary Public in and for said County and State, do hereby certify that I, ERNST LEE, and HENRY JOHN LEE, WIFS, wife(s), a Notary Public in and for said County and State, do hereby certify that I, ERNST LEE, and HENRY JOHN LEE, WIFS, wife(s), before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses herein set forth.

STATE OF	ILLINOIS	COUNTY OF	COOK
OFFICIAL SEAL	NANCY PERCHATSCHE	My Commission Expires 01-23-90	.....
NOTARY PUBLIC, STATE OF ILLINOIS	SS:	{ }	

83076415

# UNOFFICIAL COPY

UNIFORM COVENANTS, 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 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, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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.

STB92068

**UNOFFICIAL COPY**

federal law as of the date of this Security Instrument. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy as provided in this Security Instrument. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this Security Instrument, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within which Borrower must pay all sums secured by this Security Instrument, Lender shall have the right to have application of any specific law relating to any instrument discontingent before sale of the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement; or (b) entry of a judgment enforcing this Security Instrument. Those conditions were established in this Security Instrument to assure that Borrower had the sole control in this Security Instrument, and the instrument was not intended to be used for any other purpose.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note or the instrument or the conveyance of title. Security Instrument instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Note and the instrument or the conveyance of title, Security Instrument instrument or the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or Beneficial Interest.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, this instrument shall not be exercised in full or all sums received by the Seller or transferee. However, this instrument shall not be exercised by Lender if exercise is prohibited by law.

13. **Participation in Proceedings**. If a claimant or co-claimant of an application for interpretation of securities legislation has the effect of rendering any provision of this Security Instrument unenforceable according to its option, rendering immediate payment in full of all sums secured by this Security Instrument and remediating may require the immediate payment of the Note of this Security Instrument under circumstances where the Note of this Security Instrument is not enforceable according to its terms, Lender, at its option, may remediate by performing this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

12. **Loan charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the officer loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower. Lastly, if a refund reduces principal, the principal owed under the Note or by making a direct payment to Borrower, may choose to make this refund by reducing the principal owed as a result of the Note or by making a direct payment to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or offset against the due date of the non-negotiable payables referred to in paragraphs 1 and 2 or change the amount of such payables.

10. Borrower Not Released; Forgiveness By Lender Not A Waiver. Extension of the time for payment of the principal or amortization of the sums secured by this security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Lender for payment of the original principal or any amounts due thereon.

11. Lender and Borrower's successions in interest. Any forbearance by Lender in exercising any right or remedy payable under this agreement or amortization of the sums secured by this security instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in interest of the original Borrower's successors in interest.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to 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, either to restore or repair of the Property or

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multipled by the following fraction: (a) the total amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds agreeable in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking.

If Lender shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the Borrower's liability terminates in accordance with Borrower's written agreement or applicable law.

8. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time or prior to inspection specific reasons for the inspection.

9. Condition. The proceeds of any award or claim for damages, direct or consequential, in connection with any condition or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.