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COOK COUNTY, ILLINOIS
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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on February 28, 1989. The mortgagor is Jung, Yung, Lim, and Nam, Soon, Lim, his wife, ("Borrower"). This Security Instrument is given to THE LEMONT NATIONAL BANK, which is organized and existing under the laws of The United States of America, and whose address is 310 Main Street, Lemont, IL 60439 ("Lender"). Borrower owes Lender the principal sum of Twenty Thousand Dollars and no/100 Dollars (U.S. \$20,000.00----). 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 March 1, 1994. 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:

Parcel I

Lot 15 in Block 3 in Village of Lemont in South fraction of the South West $\frac{1}{4}$ of Section 20, Township 37, North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; commonly known as 210 Main Street, Lemont, Illinois.

Parcel II

Lot 16 in Block 3 in the Village of Lemont, a subdivision in South Fraction of the southwest $\frac{1}{4}$ of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; sometimes referred to as 208-208- $\frac{1}{4}$ Main Street, Lemont, Illinois.

- ✓ P.I.N.#22-20-312-005 - Parcel I
P.I.N.#22-20-312-004 - Parcel II

which has the address of 208-210 Main Street Lemont
(Street) (City)
Illinois 60439 ("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.

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STATE OF ILLINOIS		County ss:
I, LARURA RINKE, of the City of Lemont, County of Lemont, State of Illinois, do hereby certify that Jung Yung Lim and Nam Soon Lim, personally known to me to be the same person, (s) whose name (s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they.....		
..... do hereby certify that Jung Yung Lim and Nam Soon Lim, personally known to me to be the same person, (s) whose name (s) is.....		
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they.....		
..... signed and delivered the said instrument as _____ the 28th day of February, 1989.		
<p>My Commission expires 4/1/91 Notary Public, State of Illinois My Commission Expires 4/1/91 POR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS ABOVE DESCRIBERS PROPERTY HERE 310 Martin Street Lynea R. Bengtsson Lemont, IL 60439 OR CITY ALTON, ILLINOIS STREET 310 HILLMAN STREET ZIP 62201-2142 STATE ILLINOIS COUNTY ST. CLAIR PROPERTY OF C.R. LARURA RINKE</p>		

BY SIGNING BELOW, BOTTOWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT; AND IN ANY OTHER(S) EXECUTED BY BOTTOWER AND RECORDED WITH IT.

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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 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, 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.

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18. Borrower's Rights to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have specific laws applicable to this Security Instrument pursued to the earlier of: (a) 5 days (or such other period as Borrower may specify for certain instruments) before sale of the Property pursuant to any Power of Sale contained in this instrument or (b) entry of a judgment for certain instruments and the time prior to the earlier of: (a) 5 days (or such other period as Borrower may specify for certain instruments) before sale of the Property pursuant to any Power of Sale contained in this instrument or (b) entry of a judgment for certain instruments.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered to Borrower to cure such default. If Borrower fails to cure such default within the period specified in the notice, Lender may invoke all sums secured by this Security Instrument without further notice or demand on Borrower.

Interest in it is sold or transferred (or if a beneficiary interest in Borrower is sold or transferred for a benefit of a co-beneficiary, Lender may, at its option, require immediate payment in full of all sums received by this Security Instrument). However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

which can be given effect without the conflicting provisions of this Security Instrument and the Note are declared to be severable. To this end the provisions of this Security Instrument and the Note shall be given effect in Borower's favor if all or any part of this Security Instrument or any transfer of the Property or a Beneficial Interest in Borower. If all or any part of this Security Instrument or any transfer of the Property or a Beneficial Interest in Borower.

15. Governing Law; Severability. This Security Instrument shall be governed by Florida 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with the law, such conflict shall not affect other provisions of this Security Instrument or the Note.

rendering any provision of the Note of this Security instrument susceptible to its terms. Lender, as its elect, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

12. **Loan Charges.** If the loan secured by you, Securitry instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted or other loan charges collected on to be reduced in connection with the loan exceed the permitted limits, then (a) any sums such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected by the principal or by making payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial payment directed to Borrower. If the Note is prepaid under the Note.

by the original Borrower or his successor in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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, at its option, either to restoration or repair of the property or

In the event of a total taking of all 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, instruments, and/or equipment owned by the Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amounts of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

11. Borrower shall pay the premiums required to maintain the insurance coverage as a condition of making the loan until such time as the security instruments are released.

12. Lender, or its agent, may make reasonable entries upon and inspections of the property. Lender

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MISCELLANEOUS TERMS RIDER

Mortgagors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Mortgagors on behalf of himself/herself and each and every person claiming by, through or under Mortgagors, hereby waive any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgement or any other appropriate relief in the event of foreclosure of the Mortgage securing this transaction. This supercedes paragraph 18 of said Mortgage relating to the borrowers right to reinstate and has priority over said clause.

Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower(s) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as the Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

Dated this 18th day of February, 1989.

By: Jung Yung Lim
Jung Yung Lim

By: Nam Soon Lim
Nam Soon Lim

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Property of Cook County Clerk's Office

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