89106014

89106014

- (Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 28,

19. 89. The mortgagor is Jung Yung Lim and Nam Soon Lim, his wife. "HE LEMONT NATIONAL BANK"

under the laws of The United States of America and whose address is 310 Main Street

Lemont, IL 60439 ("Lender"). secures to Lender: (a) the repsyment 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

Parcel I

Lot 15 in Block 3 in Village of Leront in South fraction of the South West & 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, & Subdivision in South Fraction of the southwest & of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; sometimes referred to as iom. 208-208-12 Main Street, Lemont, Illinois.

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

,	208-210 Main Street	Lemont
	(Street)	(City)
Illinois6.0439.	("Property A	Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water 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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 $x_{i} = x_{i} \cdot x_{i$

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Berrower secured by this

fee title shall not merger in the professions of the reast, and it bot over acquires for the violety with the professions of the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

11. Botrower fails to perform the covenants contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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 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' less and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make repairs. Although Instrument, appearing in court, paying the assonable attorneys' less and entering on the Property to make repairs. Although

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

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the proceeds resulting under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal rhall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 31-d by period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any especial to Borrower. If of the Property damaged, if the restoration or repair is economically seasible and Lender's security is not lessened. If the restoration or repair is not economically seasible or Lender's security would be lessenee, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall, e applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrover

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

unreasonably withheld.

insured against loss by fire, hazards included within the term "extenned against loss by fire, hazards for which Lender requires insurance. This insurance shall be maintained in the anniun and for the periods that Lender requires. The insurance shall be chosen by Borrowe subject to Lender's approval which shall not be insurance shall be chosen by Borrowe subject to Lender's approval which shall not be Hazard Insurance. Borrower shall keep the improven enist now existing or hereafter erected on the Property

of the giving of notice.

agreement satisfactory to Lender subordinating the lien of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prior ty over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take or more of the actions set forth above within 10 days prevent the enforcement of the lien or forfeiture of any part of the Property; or (e) secures from the holder of the lien an agrees in writing to the payment of the obligation recured 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 Borrower shall promptly discharge any iten which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this paragraph. If Borrowe makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person awad payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in he manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Chargest Liens. Bor ewer shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain privity over this Security Instrument, and leaseshold payments or ground rents, if any,

Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a creent against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held by Lander. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately react to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon pryrient in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender, amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless 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.

basis of current data and reasonable estimates of future eserow items.

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 "eserow items." Lender may estimate the Funds due on the pasts of current date and conceptly and content of the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sunt ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

I. 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.

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation 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.

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, unless 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 amount 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of 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 Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument 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 shall not be a waiver of or preclude the electrice of any right or remedy.

11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beneat the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the common of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with coard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interact or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) may 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stros specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender's user given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and 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 a Beneficial Interest in Borrower. 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured 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.

If Lender exercises this option, 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 prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. 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 Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 attorneys' fees, and then to the sums 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. Walter of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument.	If one or more r	iders are executed	by Borrower and	recorded to	igether with
this Security Instrument, the covenants and ag	reements of eac!	h such rider shall b	e incorporated in	to and shall	amend and
supplement the tovenants and agreements of	f this Security	Instrument as if the	he rider(s) were	a part of the	nis Security
Instrument. [Check applicable box(es)]	·				

supplement the tovenants and agreements	agreements of each such ride of this Security Instrument	t as if the rider(s) were a part of this Security	
Instrument. [Check ap; licable box(es)] Adjustable (a)e Rider	Condominium Rider	2-4 Family Rider	
Graduated Payment Rider	☐ Planned Unit Develop		
Other(s) [specify] Miscella			
	ecepts and agrees to the teleprover and recorded with it.		
- ·	Nam Soon	Lim (Seal) -Borrower	
STATE OF ILLINOIS,	Cook	County ss:	
	~ / / /	Notary Public in and for said county and state,	
do hereby certify that Jung Yung Li	m and Nam Soon Lin		891060
personally know	n to me to be the same pers	.n (s' whose name (s)	0
subscribed to the foregoing instrument, appearance	eared before me this day in p	person, and acknowledged thatthey	50
signed and delivered the said instrument as	theirfree and	voluntary act, for the uses and purposes therein	4
set forth. Given under my hand and official seal	this 28thday of F	ebruary 19 89	
My Commission expices: "OFFICIAL SEAL" LAURA RINKE Netary Public, State of III) Bule C	
E NAME Jamont Race	~~~~ ~	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	
I STREET 310 Main	Street	Lynea R. Bengtsson	
L STREET 310 Main VE CITY Lemont Il	60439	310 Main Street	
R	•	This instrument Was Proposed By Lemont, II. 60439	
Y L OR		(Nate) (Address)	
Bi	7 000	l .	

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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 Mortgages 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 encumberance 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 Mortgags to be immediately Lender shall have waived such option to due and payable. accelerate if, prior to the sale or transfer. Londer and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such parson 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	28th	day of	February		, 1989.	
By: Jor	yelog ng Yun	d' K-	4	By: <u>Man</u> Nam Soon Lir	<u>S</u>	rim	

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