

# UNOFFICIAL COPY

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THE CLERK'S OFFICE

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 1, 1989. The mortgagor is HUNG JIM LEE AND BETTY M. LEE, HIS WIFE IN JOINT TENANCY ("Borrower"). This Security Instrument is given to ASTRUM FUNDING CORP., which is organized and existing under the laws of DELAWARE, and whose address is 111 Great Neck Rd., Great Neck, N.Y., 11021 ("Lender"). Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S.\$51,500.00). 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 16, 2001. 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 32 IN BLOCK 35 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE NORTH WESTERN ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS.

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO: NONE

PERMANENT TAX NUMBER: 13-13-101-012-0000

PREPARED BY: ESTHER REICH

RETURN TO: ASTRUM FUNDING CORP., 111 GREAT NECK RD., GREAT NECK, N.Y., 11021

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which has the address of 4719 N. TROY, Chicago,  
[Street] (City)  
Illinois 60625 (Zip Code) ("Property 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 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.

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(489/8378 RUE /89877 484 PIAWAN QIWI TAIWAN 0306)

My Commission expires:

Given under my hand and affixed seal this 1st day of March 1899.

אכג רוגען.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they . . . signed and delivered the said instrument as . . . *theirs*, free and voluntary act, for the uses and purposes therein

..... personally known to me to be the same person(s) whose name(s) is .....

1. *Eduard Ghercina*, Notary Public in and for said county and state,

STATE OF ILLINOIS. COUNTY OF CEDAR COUNTY ss:

Betty M. Jee  
Borrower  
(Sect)

BY SIGNING BELOW, BOTH OF US AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDE(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- Other(s) (Specify) \_\_\_\_\_

Graduated Payment Rider  
 Planmed Trust Development Rider  
 Conditional Maximum Rider  
 2-4 Family Rider  
 Adjustable Rate Rider

This Security Instrument, the covenants and agreements of each Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, [Check applicable box(es)]

22. **Widower of Homestead.** Borrower waives all rights of homestead except as provided by law.

recipients, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

provided to the recipient of any period of tenancy or possession, provided that the property is not let for a term of less than one year, and that the property is not let for a term of more than one year.

**20. Leader in Possession.** Upon acceleration under paragraph 19 or abandonment of this Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

Existance of a default or any other defrance of Borrower to accelerate and foreclose, if the defraut is not cured 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.

and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the summa secured by this Security Instrument and sale of the property. The notice shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-

breach of any covenant in this Agreement or Section 11 of the Securities Act, shall not prior to acceleration (but not later than 30 days from the date the notice is given to Borrower) be entitled to the benefits of this Agreement.

NON-UNIFORM COMBINANTS BOTTWER AND LENDLER TURCHET GOVINDARAJ AND AGREE AS FOLLOWS:

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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; Leasholds.** 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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Mortgageor shall return the mortgage with a paid tax bill within thirty (30) days from due date of taxes due and payable. In the event of default or failure to pay taxes, the mortgagee may require payment of taxes and other amounts due and payable.

18. Borrower's Rights to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have an acceleration of this Security instrument if he fails to pay it within 3 days after notice of 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 enjoining this Security instrument. Those conditions are that Borrower pays under all sums which he due under this Security instrument and the Note had no acceleration accrued; (c) occurs any default of any other obligations of Borrower all sums which he due under this Security instrument and the Note had no acceleration accrued; (d) fails to pay all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) makes such action as Lender may reasonably require to assure that the lien of this Security instrument shall continue unaffected.

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 without further notice or demand of Borrower.

17. Transfers of the Property or beneficial interests in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if it is beneficially transferred) in Borrower, the transferor shall be liable for any debts, expenses, costs, fees, expenses, taxes, and other amounts due by Borrower to Lender.

16. **Honorariums Copy.** Borrower shall be given one copy of the Note and of this security instrument.

13. **Discrepancy Law: Separability.** This Sectionality Instrument shall be governed by the general law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Sectionality Instrument conflicts with the applicable law, such conflict shall not affect other provisions of this Sectionality Instrument or the Note and the Note shall be deemed to be severable.

Следует отметить, что в большинстве случаев в ходе экспериментов не удавалось достичь полного смыкания зондом с поверхностью.

<sup>13</sup>. *Liafdatation Afteretling Lemder, Righa.* If enactmenr of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lemder, in his opinion, may render entire immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lemder exercises this option, Lemder shall take the steps specified in the second paragraph of the Note or this Security Instrument to make payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19.

that will be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any holder in exercising any right or remedy

Unless Lender and Borrower otherwise agree in writing, any application of proceeds shall not exceed one-half of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to provide a replacement unit, to the sums secured by this Security Instrument, whether or not then due.

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 proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, under 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 immediate before the taking. Any balance shall be paid to Borrower.

9. **Condemnation.** The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If a lender requires mortgagor insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the insurance until such time as the requirement for the insurance terminates in accordance with the terms of the mortgage or until such time as the requirement for the insurance ceases to be applicable under the applicable law.

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NOTICE TO PUBLIC

15<sup>th</sup> day of March , 1989 .

Sworn to before me this

Borrower - BETTY M. LEE

Borrower - HUNG JIM LEE

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PROPERTY SECURING LOAN, UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

DEFAULT IN THE PAYMENT OF THIS LOAN AND/OR DELAY IN THE LOSS OF THE

## LOSS OF PROPERTY ON DEFAULT

I will not abandon the premises! such being deemed to be abandonment in the event I am absent from the premises for 30 days or more, and fail to deny such abandonment within 30 days of notice by lender same to the property address.

## NO ABANDONMENT

I also mortgage to you all personal property, attached to or used in connection with the premises, including but not limited to furniture and fixtures, household goods, dynamics, kitchen cabinets, counters, plates and silverware, flatware, glasses, cups, saucers, towels, sheets, curtains, draperies, wash tubs, sinks, bathtubs and shower stalls, condensate and spiltake fixtures, clothes washer and dryers, extractors, gas, electric and propane stoves, coal cookers, plumbing and heating equipment, back-cups, washers, old burners, coal cookers, gas and electric hot water tanks, back-to-back, water-closets, water closets, gas and electric hot water tanks, back-to-back, water closets, gas and electric hot water tanks, pypes, etcetera, which necessitate removal or damage to same and subsequent replacement, and any damages so made, shall be liable under any prior mortgage covering the property, and any damages so made, shall be succeeded by the sum of this mortgage, and I shall pay the same within 10 days after demand.

## ADDITIONAL PROPERTY MORTGAGE

I authorize the Lender to make such payments as shall be necessary to cure a deficiency under any prior mortgage covering the property, and any damages so made, together with interest thereon at the rate of two (2) percent per month from the date of default until paid, and any damages so made, shall be succeeded by the sum of this mortgage, and any damages so made, shall be succeeded by the sum of this mortgage, and I shall pay the same within 10 days after demand.

## RIGHT OF LENDER TO CURE DEFECT UNDER PRIOR MORTGAGE

TO ASTRUM FUNDING CORP.

FROM HUNG JIM LEE & BETTY M. LEE

MORTGAGE DATE - MARCH 1, 1989

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