Fw 3all

90

71.92.682

ににのナナ

89234587

One North Dearborn Street

Chicago, Illinois 60602

### CITICORP SAVINGS

MORTGAGE

Corporato Offico One South Dearborn Street Chicago, Illinois 60603 Tolophone (1 312 977 5000)

LOAN NUMBER: 010021212

April 13 THIS MORTGAGE ("Security Instrument") is given on 1989 . The mortgagor is (IHN WILLIAM YANG and HEE SUE YANG, his wife

\$16.00

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing ur (a) the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owns Lender the principal sum of EIGHTY FIVE THOUSAND AND 00/100-Dollars(U.S.\$85,000.00 ). This debt is evidenced

by Borrower's note clated 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 May 1, 2004

This Socurity Instrument secures to Londer: a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment or arc ther sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Corrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby monute, grant and convey to London the following described property located County, Illinois: COOK

SEE RIDER ATTACHED. I.D. #17-10-202-063-1150,#17-10-202-085-1143.

15mm 1 24 11 12: 00

which has the address of

680 NORTH LAKE SHORE DRIVE #1508 [Street]

(City)

Minois

60611

("Property Address");

(Zip Code) TOGETHER WITH all the improvements now or horeafter 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 soised 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 used and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

# 89234587

### **UNOFFICIAL COPY**

#### PARCEL 1:

UNIT 1508 IN 680 LAKE RESIDENCE CONDONINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 4 IN PAUL'S SUBDIVISION, BEING A SUBDIVISION OF THE LAND, PROPERTY AND SPACE IN PARTS OF LOTS 5 AND 6 AND THE TRACT MARKED "ALLEY" LYING BETWEEN SAID LOTS 5 AND 6 OF COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJOINING THE SUBDIVIDED PARTS OF BLOCKS 43, 44 AND 54 WITH OTHER LANDS IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH CONDOMINIUM SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26407241 WHICH WAS AMENDED AND RESTATED AS DOCUMENT 88389822 AND AS AMENUEL FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS;

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245 AND RERECORDED AS DOCUMENT 26407239 AND AMENDED BY DOCUMENT 26407240, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1987 AND KNOWN AS TRUST NUMBER 17312

TO THA William Van a Res Sur Van DATED Harch 73 Lot AND RECORDED AS DOCUMENT

#### PARCEL 3:

UNIT 7.52 IN 680 PRIVATE GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARTS OF LOTS 6, 7, AND 12 IN PAUL'S SUBDITIFION OF THE LAND, PROPERTY AND SPACE IN PART OF LOTS 5 AND 6 AND THE TRACT MARKED ALLEY LYING BETWEEN SAID LOTS 5 AND 6 OF COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED ACCRETIONS LYING EAST OF AND ADJOINING THE SUBDIVIDED PARTS OF BLOCK 43, 44 AND 54 WITH OTHER LANDS IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26827972 AND AMENDED AND RESTATED AS DOCUMENT 88389820, "COFFTHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 26320245 AND RERECORDED AS DOCUMENT 26407239 AND AMENDED BY DOCUMENT 26407240 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 21, 1987 AND KNOWN AS TRUST NUMBER 112912

THA William Yang DATED March 7384 RECORDED AS

I.D.# 17-10-202-063-1150, #17-10-202-085-1143
THIS RIDER IS ATTACHED TO AND MADE A PART OF THIS MORTGAGE DATED THIS

13TH DAY OF APRIL 1989, A.D.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITION, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

The form the fer company god agree and the company treptyment with the Company.

shalf promptly pay when dee the prin-1. Payment of Princip cipal of and interest on the dobt 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-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leoschold payments or ground rents on the Property, if any; (e) 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 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 atate 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 vorifying the escrow items, unless Lander 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, Leader shall not be required to pay Borrower any interest or earnings on the Funds and the purpose for which each dubit to the funds was made. 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, ingether 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 Barrowar's option, either promptly repaid to Borrewer or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lander is not sufficient to pay the excess items when due, Borrower shall pay to Lander any amount necessary to make up the deficiency on 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 Lander. If an ter paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the respecty or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against application as a credit of donst the sums secured by this Security Instrument.

3. Application of Payareatts. Unless applicable law provides otherwise, all payments received by Lember under paragraphs 1 and 2 shall be applied; first, in Lag 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; Diens. Borrower shall may all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security astrument, 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 awad payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, the cower 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 den in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, a gal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, o. (c) secures from the holder of the lien an agreement satisfictory 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, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien ac 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, or 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 shalf be maintained in the amounts and for the periods that Lorder requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unceasanably 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 pramptly give to bonder all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice tastle insurance carrier and Lender - Lender may make proof of loss if not made promptly by Burrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be a piled 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 force wer ahandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered as about 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 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 puragraphs 1 and 2 or change the amount of the payments. It in der 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; Leasoholds. 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 Horrower acquires fee title to the Property, the leasehold and fee title shall not morge 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 Lander'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.

### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

🌠 Loàn Áumber: 010021212 NOM-UNIFORM COV

19. Accoloration; Romadios. Landar shall give notice to Berrower prior to accoloration following Berrower's broach of any covenant or agreement in this Security Instrument (but not prior to accoleration under pringraphs 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 data, not loss than 30 days from the date the notice is given to Berrawar, 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 socured by this Socurity Instrument, toroclosure by judicial proceeding and sale of the Property. The notice shall further inform Barrawar 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 cared 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 foreclase this Security Instrument by judicial proceeding. Landar shall be ontitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable atterneys' fees and cests of title evidence.

20. Landar in Passassion. Upon accoloration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of rademption 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 routs of this Property including those gast due. Any routs collected by Londor 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 laws, premiums on receiver's bonds and reasonable attornoys' toos, and then to the sems secured by this Security Instrument.

21. Haloaso. Upon payment of all some secured by this Security Instrument, Londor shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

22. Waver of Homestead. Becover waves all right of homestead exemption in the Property.

23. Riders to this Superity Instrument. If one or more riders are executed by Berrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into said shall amond and supplication. the covariants and agreements of the Security Instrument as if the inder(s) were a part of this Security Instrument. [Check ap plicable box(an)

(·····	hià**1	1 223	
Adjustable Rate Puler	Gondominium Bidor	lisml Per	t Lamily Rider
Oraduated Payment B be:	[] Planned Unit Developin	ioni Bidar	
[] Othur(e) [specify]			
SEE RIDERS A	APTACHED HERETO AND MAE	DE A PART HEREOF	
BY SIGNING BELOW, Borrower accopts a	ud agrees to the terms and cove	mants contained in this Security t	Instrument and in any
nder(a) executed by Horrower and recorded with	3.6		,
The Gillin- 97-	5,	12 1 200	
IHN WILLIAM YANG	Borower HEE St.	JE YANG	Dorrown
		• •	
	<b>O</b> ,		
	-Borrower		Borrowar
	1		
		C>	
		10.	
STATE OF ILLINOIS,	e son tit. There is a ser reconstitution, or as more to the province a conflict part of the contra	County sy.	
, THE UNDER	SIGNED	a Noture Public or seet to save	Crannia and ctate dis
boroby comby that IHN WILLIAM YAN			r condity that hour, its
	•		
		VSc.	
. 00	rsonally known to me to be the	вило Porson(s) whose name(s).	are
subscribed to the foregoing instrument, a			
agned and delivered the said instrument as	their from and volu	many act, for the mans and purp.	mes thoron not torth
Given under my hand and official :	to ven 1212 and hos	C upi V	29
My Commission expres:	min mo make make and a different control of the con		.ta:
		(.)	
······································	- Jerese		
"OFFICIAL SEAL"		Notory Public	
Francine Whatum Notary Public, State of Illinois	(Spinar Bolow, Distance Regioned For Lorador)	ind Flocordor)	
ly Commission Expires 9/15/92			

BOX #165



### **UNOFFICIAL COPY**

Property of County Clerk's Office

\*\* "Deff oak Skal"

Francisc Waslum

History Privit State of Illinois

Me Sont Capines 9/15/92

### UNOFFICIAL COPY:

### **CONDOMINIUM RIDER**

### CITICORP SAVINGS"

Loan Number: 010021212

Corporato Office One South Dearborn Street Chicago, Illinois 60603 Totophone (1 312) 977-5000

THIS CONDOMINIUM RIDER is made this day of April 13th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Socurity Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

680 NORTH LAKE SHORE DRIVE #1508, CHICAGO, ILLINOIS 60611

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project

LAKE RESIDENCE CONDOMINIUM

(Name of Condominum Project) (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIU'm COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turble, covenant and agree as follows:

- A. Condominium Migations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Flazard Insurance. School as the Owners Association maintains, with a generally accepted insurance carner, a "master" or "blanket" policy on the concominium Project which is satisfactory to Londor and which providus insurance coverage in the amounts, for the perious, and against the hazards Lendor requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of ene-twellth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrowor's abligation under Unite in covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required cover in is provided by the Owners Association policy.

Borrower shall give Londer prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any presents payable to Borrower are hereby assigned and shall be paid to Londor for application to the sums secured by the Security Instrument, with any excess paid to Berrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condomnation. The proceeds of any award or claim for danaryo's, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the comment elements, or for any convoyance in field of condomnation, are hereby assigned and shall be paid to London. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Governant 9
- E. Landor's Prior Consunt. Borrower shall not, except after notice to Landor and with Landor's prior written consent, either partition or subdivide the Property or consent to:
- (r) The abundonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or omment domain:
- (ii) any amondment to any provision of the Constituent Documents if the provision is not the express benefit of Landar;
  - (iii) termination of professional management and assumption of self-management of the Concessional management and the Concessional management of the Concession of the
- (iv) any action which would have the offect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remodies. If Borrower does not pay condominium does and assessments when due, then Lunder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Berrower secured by the Security Instrument. Unless Borrower and Londor agree to other terms of payment, those amounts shall bear interest from the date of disturgement at the Note rate and shall be payable, with interest, upon notice from Londor to Berrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the torms and provisions contained in this Condomineum Filder

IHN WILLIAM YANG BUTTOWOT	HEE SUE YANG
-Barrowni	Bittoent

## UNOFFICIAL COPY

Property of Cook County Clerk's Office