

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 AUG 22 PM 2:59

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 21ST, 1990.  
The mortgagor is JONG JOO KIM, DIVORCED AND NOT SINCE REMARRIED AND KYUNG K. KIM, A BACHELOR  
("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK

under the laws of THE UNITED STATES, and whose address is ONE SOUTH DEARBORN STREET, CHICAGO, ILLINOIS 60603 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY ONE THOUSAND ONE HUNDRED AND 00/100\*\*  
\*\*\*\*\* Dollars (U.S. \$ 121,100.00)). 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 SEPTEMBER 1, 2020. 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:

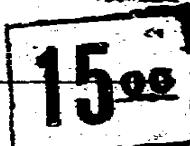
LOT 83 IN STREAMWOOD GREEN UNIT 4, PHASE 2, BEING A SUBDIVISION OF PART  
OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
APRIL 7, 1989 AS DOCUMENT 89153521, IN COOK COUNTY, ILLINOIS.

TAX I. D. #06-24-302-003-0000

which has the address of 229 PEPPERIDGE CIRCLE  
(Street)  
Illinois 60107 ("Property Address");  
(Zip Code)

STREAMWOOD

(City)



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".

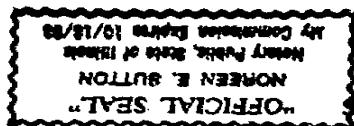
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property against all 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.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

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NOTARY PUBLIC

EB-81-01

*RC* GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

PERSON(S) WHOSE NAME(S) John SUBSCRIBED TO THE  
FORGEOLING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON,  
AND ACKNOWLEDGED THAT John SIGNED AND  
DELIVERED THE SAID INSTRUMENT AS John FREE AND VOLUNTARY  
ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

I, John Doe, a Notary Public in and for Said County and State, do hereby certify that John Doe, a Person Known to me to be the same, has signed the foregoing instrument, a Deed, in his presence.

STATE OF ILLINOIS, COUNTY SS:

SS COUNTY

-120-

COUNT

[Space Below This Line for Acknowledgement]

**JOONG JOO KIM**  
- Botometer  
(Soul)  
- Botometer  
(Soul)

BY SIGNING BELOW, Borrower, accepts and agrees to the terms and conditions contained in this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider  
 Condominium Rider  
 Family Rider  
 Fixed Rate Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_  
 Adjustable Rate Assumption Rider  
 Assumption Rider

22. Whether or not Homeless, Software Services are right to nominate them based upon their properties;  
23. Whether Security Instruments, if one or more readers are executed by Borrower and recorded together with this Security Instrument, the conveyments and agreements of each reader shall be incorporated into and shall amend and supplement the Security Instruments and agreements as if the reader(s) were a part of this Security Instrument; Check applicable boxes(es);

provided in this Paragraph 19, including, but not limited to, reasonable attorney's fees and costs of the trustee to the expiration of any period of redemption following judicial sale, lender (in person) 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 due and collected by lender shall be applied first to payment of the costs of management of the property and collection of rents, but not limited to, receiver's bonds and reasonable attorney's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums accrued 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.

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N.Y.S. Parole and Under Correctional Conditions

**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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the preceding sentence. 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 39 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 the 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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changes. Upon reinstatement by Boltware, 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

co-witnesses or agreeements; (c) pays all expenses incurred in suing out this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument is not disturbed; (e) pays all expenses incurred in enjoining this Security Instrument; and (f) pays all expenses incurred by Lender to pay the sums secured by this Security Instrument shall continue until paid.

then would be due under this Schedule instrument and the Note had no acceleration occurred; (b) causes any default of any other of (b) entry of a judgment enjoining this Schedule instrument. Those conditions are that Borrower: (a) pays Lender all sums which

may specify (or permit amendment) before sale of the Property pursuant to any power of sale contained in this Security Instrument;

18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have enforceable law of this Securitization discounted at any time earlier of: (a) 5 days (or such other period as applicable law

Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted 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.

Institutions: However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by state or local law as of the date of this security instrument.

16. **Borrowers' Copy.** Borrower shall be given, and the conforming copy of this Security Instrument and the Note, are delivered to the securable without the conflicting provision. To this end the power, joins of this Security Instrument and the Note, are delivered to the securable

in which the Property is located, in the event that any provision of this Security Instrument or the Note contravenes any applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect.

addressees shall be addressed herein or by notice to Borrower. All notices provided for in this Security Instrument shall be given in accordance with the provisions of this paragraph.

in by this class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's or any other address Borower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's or any other address Borower designates by notice to Lender.

payments in full of all sums received by Lender shall take the steps necessary to secure payment and make any remedies permitted by paragraph 19. If Lender receives notices that power provided for in this security instrument shall be given by delivery to it or by machine 11.

13. **Levereation Affection Leader's Rights.** If enforcement or expiration of applicable laws has the effect of rendering any provision of this Security Instrument unenforceable accounte in its terms, Lender, at its option, may require immediate

**Bozrovsky.** Lenore may choose to make this reduction by reading the Note or by making a direct payment under the Note.

10 than exceeded the permitted limits, then: (a) any such oil charge shall be reduced by the amount necessary to reduce the charge  
11 to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to  
12 the permitted limit.

12. **Loota Chages.** If the terms of this security instrument or the Note indicate that borrowers consent to the loan secured by it, Security interest in charges collected or to be collected in connection with the loan charges.

the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and another Borrower may agree to extend, modify, reduce or make any amendment-

Instrument shall bind and enclose the accessories and fittings of Lender and Borrower who co-sign this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to mitigate risk and convey title Borrower's interest

11. **Successors and Assignees; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and shall be binding upon them as fully as upon the original parties.

compliance procedures as described above. Security instruments or successors in interest of records to extend time for payment of other monetary amounts than those

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 successors in interest. Lender shall not be required to make payment to Lender by this Security Instrument if the same is held by Lender to any successor in interest of Borrower.

the due date of the monthly payments referred to in paragraphs 1 and 2 of change of principal sum or of postponement of the due date of the monthly payments referred to in paragraph 1 and 2 of change of principal sum or of such payments.

Under is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sum necessary to this Securit Instrument, whether or not there due.

If the Property is abandoned immediately before the striking, Any damage sustained by Borrower or its agent within 30 days after the date the notice is given an award of service a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given an award of service a claim for damages. Borrower offers to make

Under other circumstances agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument and whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and

**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 [REDACTED]

**8. Inspection.** Lender or its agent may make reasonable entries upon land 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.

If Lender requires paid mortgage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premiums required to maintain Lender's written agreement in effect until such time as the requirement for the insurance terminates.