

# UNOFFICIAL COPY

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This instrument was prepared by:  
**MARGARETTEN & COMPANY INC MORTGAGE**

625 NORTH CT. PALATINE IL 60067

60104502

\$ 17.00

THIS MORTGAGE ("Security Instrument") is given on September

14th, 1990

The mortgagor is

TAE SOO KWON, AND AE JA KWON, HIS WIFE

("Borrower"). This Security Instrument is given to  
MARGARETTEN & COMPANY, INC.

a corporation which is organized and existing under the laws of the State of New Jersey, and whose address is

One Ronson Road  
Iselin, New Jersey 08830  
("Lender").

Borrower owes Lender the principal sum of

One Hundred Ten Thousand, Eight Hundred and 00/100 Dollars (U.S. \$ 110,800.00). 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 October 1st, 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 62 IN KRENN AND DATOS CRAWFORD KEELER AVENUE SUBDIVISION OF THE WEST 15 ACRES OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN# 10-22-422-025-0000

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which has the address of

8128 KEYSTONE SKOKIE, IL 60076

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.

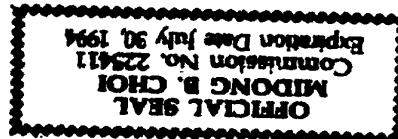
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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WARGARRETTEN & COMPANY, INC.  
625 NORTH COURT, 3RD FLOOR  
PALATINE, IL 60067

MAIL TO:

BOX 333 - CG



My Commission expires:

Given under my hand and official seal, this 14th day of September, 1990.

I, the undersigned, a Notary Public in and for said County aforesaid, do hereby certify that  
personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared  
before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their  
free and voluntary act, for the uses and purposes therein set forth.

TAE SOO KMON, AND AE JA KMON, HIS WIFE  
I, the Undersigned, a Notary Public in and for said County aforesaid, do hereby certify that  
TAE SOO KMON, AND AE JA KMON, HIS WIFE

STATE OF ILLINOIS, COOK

{ ss:

3045094A

BORROWER

BORROWER

AE-JA KMON, HIS WIFE-BORROWER

Ae-Ja Kmon

Signature

TAE SOO KMON-BORROWER

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

OCCUPANCY RIDER

x

The following Riders are attached:

Securities to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
Security Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Instrument the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement  
Security Instruments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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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. 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 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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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use of acceleration under paragraphs 13 or 17.

(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 or set-  
tle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect  
the Property, at its option, either to repossess or to sell the same to Lender for the amount of the sum secured by this Security Instrument,  
whether or not then due.

16. **Borrower's Note Disseased; Postponement of Payments by Lenders Not a Waiver.** Extension of the time for payment of modification of immor-  
tality secured by this Security Instrument granted by Lender to any successors in interest of Borrower shall not operate to release the  
lability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any suc-  
cessor in interest or refuse to extend time for payment of otherwise amortization of the same 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  
shall bind and benefit the successors and assigns of Lender and Borrower, but does not excuse the Note; (a) is co-  
signed this Security Instrument only to witness, (b) is not personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Bor-  
rower may agree to make any accommodations with regard to the terms of this Security Instrument or the Note  
without the knowledge of such person; (d) is not personally liable for the Note.

17. **Lender's Right to Set Off.** The covenants and agreements of this Security Instrument shall not be a waiver of any right or remedy  
of Lender and Borrower to set off the exercise of the covenants and agreements of this Security Instrument against any right or  
remedy shall not be a waiver of or preclude the exercise of any right or remedy.

18. **Borrower's Note Disseased; Postponement of Payments by Lenders Not a Waiver.** Extension of the time for payment of modification of immor-  
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rower may agree to make any accommodations with regard to the terms of this Security Instrument or the Note.

19. **Lender's Right to Set Off.** The covenants and agreements of this Security Instrument shall not be a waiver of any right or remedy  
of Lender and Borrower to set off the exercise of the covenants and agreements of this Security Instrument against any right or  
remedy shall not be a waiver of or preclude the exercise of any right or remedy.

20. **Lender's Right to Set Off.** The covenants and agreements of this Security Instrument shall not be a waiver of any right or remedy  
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remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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MAR-7017 (8/89)  
OCCUPANCY RIDER

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A.E JA KMON

TAE 500 KMON

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Occupancy Rider.**

The loan (as it stands), which I have obtained specifically to acquire the property (the "Property"), that I am purchasing (or re-financing) with the proceeds of this loan as my primary residence, I understand that the equity in the Property will be occupied by me during the period of time after loan repayment. Accordingly, I will differ in loan application, including but not limited to the amount of the reduced down payment, could be materially different if I were to resell elsewhere and instead rent the Property to others as an investment. Accordingly, I will reasonably be capable of precise measurement, "owner-occupant loan", and not an "investment loan", if under specific circumstances such loan in the secondary market, in the event Borrower shall fail to occupy the property as borrower, then, in accordance with paragraph 19 hereof, Lender or its assignee may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted by law.

Notwithstanding the foregoing, if the Federal Home Loan Bank Corporation ("FHLBC"), buys all or some of the loans under this Security Instrument and Note, the transfers and agreements in this Rider will no longer have any force of law as long as FHLBC, or any portion of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the loan from FHLBC, or any of its successors and/or assigns, the provisions and agreements in this Rider will be reinstated and will be fully enforceable again by Lender.

**OCG PANTRY REPRESENTATIVES, WARANTIES, AND GOVERNANTS.** In addition to the coverants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, governants, and agrees as follows:

8128 KEYSTONE , SKOKIE , IL 60076

of the same date and covering the property described in the Security Instrument and located at [REDACTED] (the "Endeavor")

**THIS OCCUPANCY RENTER** is made this **14<sup>th</sup>** day of **September**, 1990, and is incorporated into and shall be deemed to amend and supplement the Motorgage, Deed of Trust or Security Instrument, of the same date given by the undersigned (the "Borrower"), to secure Borrower's Note to

60104502

OCCLUPIANCY RIDER

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