

# UNOFFICIAL COPY

90556174

(Space Above This Line For Recording Data)

## MORTGAGE

19 90 THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 7th  
19 90 . The mortgagor is CHANG H PARK AND HYANG SOO PARK HIS WIFE  
("Borrower"). This Security Instrument is given to  
CHEMICAL FINANCIAL CORPORATION , which is organized and existing  
under the laws of ILLINOIS , and whose address is  
377 EAST BUTTERFIELD RD., #175, LOMBARD, ILLINOIS 60148 ("Lender").  
Borrower owes Lender the principal sum of NINETY TWO THOUSAND EIGHT HUNDRED AND 0/100  
Dollars (U.S. \$ 92,800.00 ). 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 DECEMBER 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:

SEE ATTACHED LEGAL DESCRIPTION.

09-1-101-075

DEPT-01 RECORDING 916.25  
101111 TRAN 0648 11/14/90 09:59:00  
99951 A 40-556174  
COOK COUNTY RECORDER

which has the address of 424 GLENDALE

(Street)

GLENVIEW .

Illinois

60025

(Zip Code)

("Property Address");

(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 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.

ILLINOIS--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

Form No. 1876 (800)

To Reorder Please Call: Great Lakes Business Forms, Inc.  
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JAMES G. SIEBERT  
1550 N. Moriches + Hwy # 401

377 EAST BUTTERFIELD RD., #175, LOMBARD, ILLINOIS 60148  
(addressee)

## CHARTERED FINANCIAL CORPORATION

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this

se1 for1h.

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

✓  
subscribed to the foregoing instrument, appreared before me this day in person, and acknowledged that

*NAME*, personally known to me to be (the same person(s) whose name(s)

do hereby certify that CHANG H. PARK AND HYUNG SOO PARK, HIS WIFE

SCHOOL ADAMTS

—Borrower  
(See).....

—509—  
(105).....

—log  
(mas)...

—BORTON  
(1936).....

Section

Other(s) (please specify) \_\_\_\_\_

Adjustable, Ratche Rider     2-4 Family Rider     Condominium Rider     Adjuslable, Ratche Rider

22. **Waiver of Homestead, Borrower waives all right of homestead exception in the Property.**

23. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covernments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. The covernments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument. [C-5, Supplemental box(es)]

but not limited to, reasonable attorney 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 commencement of any period of completion following judgment, 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 until the receiver has been appointed or any period of any reasonable time.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Agreement (but not prior to acceleration under Paragraphs 13 and 17) unless such breach provides for specific remedy; (b) the action required to cure the date the notice is given to Borrower, if the notice specifies that the default must be cured within 30 days from the date the notice is given to Borrower; (c) the date specified in the notice if the notice specifies that failure to cure the date the notice is given to Borrower, if the notice specifies that the default must be cured within 30 days from the date the notice is given to Borrower.

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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 or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 Not 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 exercise of any right or remedy.

**11. Successors and Assigns Joint, Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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 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 any other Borrower may agree to extend, modify, forbear or make any accommodations with regard 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any 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 steps 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 when 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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**SECURITY AMOUNTS DISTRIBUTED BY INVESTOR UNITS** **NO FEE PLAN** **NO LOAD PLAN**

See little shall not merge unless Lennder agrees to the merger in writing.

7. Protection of Lennder's Property: Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lennder's rights in the property, Lennder may do as a procedure for bankruptcy, probably for condemnation or to enforce laws or regulations, rights in the Property (such as a proceeding in bankruptcy, probably for condemnation or to enforce laws or regulations), actions may include paying any sums secured by a lien which has priority over this Security Interest in the Property. Lennder's actions may include paying fees and costs of attorney's fees and expenses incurred in court, paying reasonable attorney's fees and costs to make ready. Although

6. Preservation and Maintenance of Property: Borrower shall not destroy, damage or substandardly 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

Unless otherwise agreed 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 power 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.

The properties of this security instrument, whether or not then due, in the 30-day period will begin

Urgent Lennder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair if the property damaged, if in the restoration of repair is economicall feasible or Lennder's security would be lessened, the insurance proceeds shall be applied to the same purpose, whether or not the repair is completed by Lennder, or Lennder may use the proceeds to repair other property, or does not answer within 30 days a notice from Lennder that he insures carries has offered to abandon the property, or does not collect the insurance proceeds. Lennder may sue the proceeds to repeat or restore

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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

3. Hazard Insurance. Borrower shall keep the property insured or hereafter erected on the Property against loss by fire, hazards included within the term, "extended coverage," and any other hazards for the sum of \$\_\_\_\_\_ per annum, which Lender requires as insurance premium. This insurance shall be maintained in amounts and for periods that Borrower subjects to Letter's approval. The insurance carrier providing the insurance shall be chosen by Lender, a copy of which shall not be unreasonably withheld.

Borrower shall promptly discharge any lien which has priority over terms of this Security Instrument unless Borrower shall pay in writing to the payee amount of the obligation secured by such lien in a manner acceptable to Lender; (b) contestants in good faith the lien by, or defends against enforcement of the lien in, legal proceedings, proceedinga which in the Lender's opinion operate to privilege the lien or forfeiture of any part of the lien or property; or (c) secures from the holder of the lien an agreement in writing to the payee that this Security Instrument shall not be enforced prior to the date when the Lender may exercise his right to foreclose on the lien or take other action of the kind within 10 days of the giving of notice.

d. **Charges:** Lenses, Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may accrue over this leasehold premises directly or indirectly.

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

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 sum accrued by this Security Instrument.

If the due dates of the accounts payable items, together with the future monthly payments of Funds held by Lender prior to the date of the maturity of the Funds held by Lender, 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 of more payments as required by Lender.

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 to the Funds, Lender shall not be required to pay interest or garnishments on the Funds. Lender shall not be liable for any interest or garnishments on the Funds.

The Funds shall be held in an institution the deposits or accounts of which are insured by the Federal Deposit Insurance Corporation or such an institution as the Lender may not charge for holding and applying the Funds. Analyzing the account or very little general or screw items.

1. Payment of Principal and Interest; Prepayments; Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments 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 twice the amount of taxes and assessments which may attain priority over this Security Instrument plus twelve percent of such amount.

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

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## PARCEL 1:

That part of Lot 2 in owner's subdivision of part of Section 11, Township 41 North, Range 12 East of the Third Principal Meridian as per plat of said owner's subdivision filed for record in the Recorder's office of Cook County, Illinois on January 2, 1917 as Document 6022131, described as follows:

Beginning at the North West corner of Lot 22, in Glenview Realty Company's Central Garden, a subdivision of part of the North West 1/4 of said Section 11, thence Northerly along a curved line 50 feet Easterly of and parallel with the center line of Greenwood Rand (said curved line being concave Easterly and having a radius of 4533.75 feet) a distance of 167.48 feet chord measure thence Easterly along a line drawn at right angles to said chord a distance of 201.5 feet to the point of beginning of the tract of land herein described continuing thence Easterly along said line drawn at right angles to said chord a distance of 64 feet thence Southerly along a line drawn at right angles to the last described line a distance of 140.50 feet more or less to a curved line 34.5 feet Northerly of and parallel with the northerly line of said Glenview Realty Company's Central Gardens subdivision (said last described curved line having a radius of 919.48 feet and concave Northerly) thence Westerly along said last described curved line a distance of 64 feet more or less to a line drawn throughout the point of beginning and parallel with the East line of said tract, thence Northerly 142 feet more or less to the point of beginning (except the Northerly 96.14 feet thereof) all in Cook County, Illinois; also

## PARCEL 2:

That part of Lot 2 in owner's subdivision of part of Section 11, Township 41 North, Range 12 East of the Third Principal Meridian as per plat of said owner's subdivision filed for record in Recorder's office of Cook County, Illinois on January 2, 1917 as Document No. 6022131 described as follows:

Beginning at the North West corner of Lot 22 in Glenview Realty Company's Central Gardens a subdivision of part of the North West 1/4 of said Section 11, thence Northerly along a curved line 50 feet Easterly of and parallel with the center line of Greenwood Rand (said curved line being concave Easterly and having a radius of 4533.75 feet) a distance of 34.5 feet more or less chord measure, (said chord for purposes of this legal described having a bearing of North 4 degrees East) to a curved line 34.5 feet Northerly of and parallel with the Northerly line of said Glenview Realty Company's Central Gardens subdivision (said last described curved line having a radius of 1794.5 feet and concave Southerly thence Easterly along said last described curved line 163.36 feet to a point of reverse curve and continuing along a curved line concave Northerly, having a radius of 919.48 feet and being 34.5 feet Northerly of and parallel with the Northerly line of said Glenview Realty's Company's Central Gardens Subdivision, a distance of 37.39 feet to the point of beginning of the tract of land herein described; continuing thence Easterly along the last described curved line a distance of 25.75 feet thence South 41 degrees East a distance of 48 feet more or less to the Northerly line of said Glenview Realty Company's Central Gardens subdivision (said Northerly line at this point being curved line concave Northerly and having a radius of 953.98 feet) thence Westerly along said Northerly line of Glenview Realty Company's Central Gardens Subdivision a distance of 25.75 feet more or less to a line drawn through the point of beginning and having a bearing of South 41 degrees East, thence North 41 degrees West, a distance of 48 feet more or less to the point of beginning all in Cook County, Illinois; also

## PARCEL 3:

Easements for the benefit of Parcels 1 and 2 as set forth in Declaration of Covenants and Easements and as shown on Plat attached thereto dated November 4, 1960 recorded December 19, 1960 as Document No. 18043592 made by Chicago Title and Trust Company as Trustee under Trust Agreement dated Trust Number 39470 and Trust Number 42231, and as created by deed from Chicago Title and Trust Company Trust Number 42231 to Pacific Isles Limited dated February 2, 1962 and recorded March 30, 1962 as Document No. 18436282 for ingress and egress.

Permanent Index No: 09-11-101-075-0000, vol. 086

Commonly known as: 424 Glendale Rd., Glenview, Illinois

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