

# UNOFFICIAL COPY

10-1041 COOK 281

30185240

(Type Above This Line For Recording Data)

This instrument was prepared by:  
**MARGARETTEN & COMPANY INC MORTGAGE**  
625 NORTH CT. PALATINE IL 60067  
THIS MORTGAGE ("Security Instrument") is given on April 11

60103695  
16th. 1990

The mortgagor is  
SOCK H LIN. WIDOW AND NOT SINCE REMARRIED AND SUSANNE K LIN. SPINSTER

("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 Eighty-Seven Thousand, and 00/100 Dollars (U.S. \$ 187,000.00).**

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 May 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:**

THE WEST 5 FEET OF LOT 7 AND ALL OF LOT 8 IN BLOCK 9 IN GROVELAND ADDITION TO WINNETKA SAID ADDITION BEING A SUB-DIVISION OF THE EAST 70 ACRES OF THE NORTH WEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #05-20-118-003-0000

30185240

RECORDED 04/24/90 10:53 AM  
#001 = B \* -90-185240  
COOK COUNTY RECORDER

16-35

which has the address of  
1040 CHERRY ST WINNETKA, IL 60093

RECORDED

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.

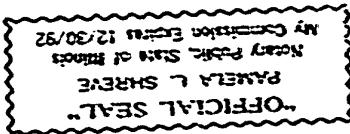
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

30185240

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

MAIL TO:



My Commission expires:

12-30-92

Given under my hand and official seal, this : 6th day of April, 1992.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that  
personally known to me to be the same person(s) whose name(s) is(are) subscribed and acknowledged that he, she, they, signed and delivered the said instrument at this place, that  
free and voluntarily act, for the uses and purposes herein set forth.

SOOK H LIM, WITNESS AND NOTARIAL PUBLIC TO THE SECURITY AGREEMENT TO SUEANE X LIN, SIGNER

STATE OF ILLINOIS. COOK

SS:

Borrower

Borrower

SUEANE X LIN-Borrower

SOOK H LIM-Borrower

Sueane X Lin

SOOK H LIM-Borrower

CCUPANCY RIDER  
The following Riders are attached:

Security instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement the conventions 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 exception 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 account 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 Lien. 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) consents 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 cash in 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 subdivide or 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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21. **Rebate.** Upon payment of all sums demanded by this Schedule shall pay any consideration costs.  
22. **Retention.** Retention of the payment of all sums due under this Schedule shall be deducted from the payment of the balance of the amount due under this Schedule.

be limited to the receipt of such benefits as bonds and assignable interests, fees, and them to the same extent as this section.

20. Leader in Promotion. Upon recommendation under paragraph 19 of the Property Act, by authority of the Board, and upon written application of the person, by agent or collector, to collect the debts of the property, including those past due, any sum collected to payment upon, shall be entitled to

During the period covered in this paragraph 19, medical fees and costs of life incidents

notice shall further inform Borrower of the right to reinstate after acceleration and the date when such reinstatement will occur. Notice of reinstatement shall be given to all persons affected by this Section unless otherwise specified in the Note or the Credit Agreement.

The positive shall specify: (a) the details; (b) the condition required to cause the defect; (c) the date, but in no case later than 90 days, to which the default must be cured; and (d) the fee payable to cure the defect or the date specified in the Proforma. The sum to Borewarer, by which the defect must be cured; and (e) the amount recoverable from the customer, for defective or faulty products and sale of the Proforma. The sum to Borewarer, by which the defect must be cured; and (f) the amount recoverable from the customer, for defective or faulty products and sale of the Proforma.

19. Acceleration: Remediation: Leader shall take notice to acceleration following Board notice, except of any correction or acceleration in the Security instrument that will prior to acceleration under Paragraph 13 and 17 unless applicable.

NON GOVERNMENTAL ORGANIZATIONS

the case of acceleration under parabolic paths [12-14].

may reasonably conclude to assume that the law of the Securities Law, including, but not limited to, reasonable disclosure, is applicable to leaders

reinstatelement before sale of the property pursuant to any power of sale contained in this instrument for the benefit of the Note holder or any other creditor of the Note holder.

18. **Borrower's Right to Remedy.** If Borrower makes certain conditions, such as prompt payment of all debts due, fully satisfied by the end of the grace period, or if the security interest is otherwise terminated as provided in this Agreement, then Borrower may exercise his rights under this Agreement.

class to pay these sums prior to the expiration of this period. Lender may make any such advances permitted by this Security Agreement at any time during the term of this Note.

small, leaders may, at its option, require immediate payment in full of all sums accrued by this account; or, if the account is not paid in full, the balance due thereon.

17. Transfer of Properties or Beneficial Interests in Borrower is held or transferred and Borrower is not a natural person without loss of all or any part of the Properties or any interest in it as held or

that shall not affect other provisions of this Security Instrument or the Note as described in the note.

**15. Government of Ontario:** We believe that the government of Ontario has done a good job in its first year.

more detailed descriptions by notice to Lender. Any notice to Lender shall be provided for in this Section may be deemed to have been given when delivered to Lender despatched by notice to Borrower. Any notice to Borrower shall be deemed given when delivered to Lender.

11. **Wise men.** Any notice to Borrower or his co-signer to pay or satisfy the debt or to deposit to the credit of the account of any person or entity other than the Lender, or any notice to the Lender to pay or satisfy the debt or to deposit to the credit of the account of any person or entity other than the Borrower, shall take the step specified in the second line of paragraph 1.

Note of the Society for the Advancement of Education, 11 March 1919, re consideration of application for admission to the Society.

partial preparation without any prior comment change under the Note.

Finally interpreted so that, in effect, no other loan character is collected or to be collected in connection with the loan except the principal amount.

without many steps or calculations. However, instead of having the user enter the coordinates of each point, the program will automatically calculate the coordinates of each point based on the user's input.

suggesting that the Second Amendment only is more effective than and conveys that the Second Amendment is more effective in the Protection of Property under the terms of the Second Amendment.

11. **Successors and Assem Bonds:** joint and several liability Co-signers shall bind and be liable to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11. Successors and assigns of the Debtor and

of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

of the sums secured by this Society instrument granted by letter to any subscriber in respect of Borroon's bill of exchange.

Unless Leader and Bottower otherwise agree in writing, any application of proceeds to principal shall not exceed the date of the monthly payment received in paragraphs 1 and 2 or change the amount of such payments.

and thicker or not been due.

(c) The trustee may, at any time during the term of the bond, require the payment of the principal amount of the bond and interest thereon to the trustee, and the trustee may, at any time during the term of the bond, require the payment of the principal amount of the bond and interest thereon to the trustee.

In addition, the sums secured by this Securitization instrument are available as proceeds under the terms of the Pledge.

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## OCCUPANCY RIDER

60103695

THIS OCCUPANCY RIDER is made this 16th day of April, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **MARGARETTEN & COMPANY, INC.**

of the same date and covering the property described in the Security Instrument and located at:  
**1040 CHERRY ST., WINNETKA, IL 60093**

(the "Lender")

**OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of the loan as my primary residence. I understand that the eligibility criteria for I can approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investment loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, and, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any 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 FHLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

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

Sock H. Lim  
SOCK H. LIM

Suzanne K. Lim  
SUSANNE K. LIM

00185240  
Overdue

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