

90208276

This instrument was prepared MORTGAGE MARGARETTEN & COMPANY INC

PALATINE IL 60067 625 NORTH CT. THIS MORTGAGE ("Security Instrument") is given on

April

60103894

26th, 1990

The mortgagor is

JAE HONG LIM, AND OCK KOO LIM, , 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 Jers∍∨ ("Lender"). 08830

Borrower owes Lender the principal sum of

One Hundred Fifteen Thousand, and 00/100

Dollars (U.S. \$ 115,000.00). 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 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 present 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 26 IN BLOCK 20 IN POPLAR HICLS UNIT FOUR, BEING A SUB-DIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9, AND A PART OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORD-ERS OFFICE OF COOK COUNTY, ILLINOIS, MAPCH 10, 1978, AS DOCUMENT NUMBER 24358401, IN COOK COUNTY ILLINOIS. PIN# 02-19-327-026-0000

DEPT-01 RECORDING T#9999 TRAN 4316 05/04/90 16:24:00 #0570 # G *-90-208276 COOK COUNTY RECORDER

90208276

which has the address of CRIMSON LN

HOFFMAN ESTATES, IL

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 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

MAR-1205 (Rev. 7/87)

4225

UNOFFICIAL COPY

PALATINE, IL 60067 ese north court, 3RD FLOOR MARGARETTEN & COMPANY, INC.

Thurs

My Commission Expires 10/7/90 Notary Public, State of Illinois William F. Sullivan, Jr. OFFICIAL SEAL"

My Commission expires:

05 61 to yeb

584P Given under my hand and official seal, this

free and voluntary act, for the uses and purposes therein set forth. before me this day in person, and acknowledged that he, she, they signed and de ivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subsertord to the foregoing instrument, appeared

> JAE HONG LIM, AND OCK KOO LIM, , HIS WIFE

I, the Undersigned, a Motary Public in and for said county and state, do hereby certify that Sound Clarks Office

STATE OF ILLINOIS,

and in any rider(s) executed by Borrower and recorded with it

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

The following Riders are attached:

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

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

UNOFFICIAL: GOPY:

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 escrowitems. 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 Instrumenk 2 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 codited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items wher one, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as re-

quired by Lender.

Upon payment in full of the secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 15 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 i.e. ider, 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 tixes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and traschold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that more, 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, Bor-

rower 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 her payment of the obligation secured by the lien in a manner her payment of the obligation secured by the lien in a manner her payment of the obligation secured by the lien in a manner her payment of the obligation secured by the lien in a manner her payments. forcement 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 (e) secures from the holder of the lien in agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is si aject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrowe, 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 naturals for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The again ance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheid.

All insurance policies and renewals shall be acceptable to Lender and shall in lude 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 carrie 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 rot essened. 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 Pioperty, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may colled 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 no 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 garagraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Prope by 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 on less to the merger in

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 snall 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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charge to Borrower. Borrower shall pay any recordation costs.

strument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Inby Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected 20. Lender in Possessiun. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expira-tion of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to

imay result in acceptantion of the solution about the right to relinstate after acceleration and the right to ascenting the more accurated to the right to remain acceptance of a default of any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in the proceeding the remedies provided in this paragraph 19, including, but not innited to, reasonable attenties of title evidence.

20. Instant in Proceeding Incompany acceleration under research 19 to the Property and at any time prior to the expiramay result in acceleration of the sums secured by this Security instrument, foreclosure by Indicial proceeding and sale of the Property. The given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days 'ro a the dute the notice is agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable 29w provides otherwise). NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's Acceleration of any covenant or appropriate Lender shall give notice to Borrower prior to acceleration following Borrower's Areach of any covenant or appropriate Lender shall give notice to Borrower prior to acceleration following Borrower's Areach of any covenant or appropriate Lender shall give notice to Borrower prior to acceleration following Borrower's Areach of any covenant or acceleration following Borrower's Areach or acceleration following Borrower's Area or accelerat

instrument and the roote had no acceleration occurred, to caree any other coronal, or agreement and the roote had no acceleration of this Security Instrument, lincluding, but not limited to, 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 containe unchanged. Upon reinstatement by Bors wer, this Security Instrument and the obligations secured by this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations secured by this Security Instrument as if no acceleration had occurred. However, this Security Instrument and the obligations of acceleration under paragraphs 13 or 17. instrument and the Note had no acceleration occurred; (b) cures any default of any other covenant. or agreements; (c) pays all expenses in-Security instrument discontinued at any time prior to the earlier of: (a) 5 days (c. 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 an star which then would be due under this Security further notice or demand on Borrower. If Horrower meets certain conditions, B trow et shall have the right to have enforcement of this

ins end ine provisions of this Security instrument and the work are declared to be severable.

16. Horrower's Copy. Borrower shall be given one confort sed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Botrower is not any part of the Property or any interest in it is sold or transfer ed a id Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full. A all sums secured by this Security Instrument. However, this option be exercised by Lender if exercise is prohibited by federal law as 30 the date of this Security Instrument.

17. Lender may, at its option, require immediate payment in full. A all sums secured by this Security Instrument.

18. Lender may, at its option, Lender shall give fortower notice of a constitution of this Security Instrument.

19. Lender date the notice is delivered or mailed within which Botrower mut. Tot all sums secured by this Security Instrument. If Botrower mays these same prior to the expiration of this period. Lender may increase by the expiration of this period. Lender may increase by the expiration of this period. Lender may increase by the expiration of this period. Lender may increase the notice of delivered or mailed within which Botrower.

19. Lender defined by this Security Instrument. If Botrower.

19. Lender defined on Botrower.

snau take the steps specified in the second outgraph of paragraph 17.

14. Notices, Any notice to Borrower pro. ded 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, realised. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated berein or any other address stated berein or any other address stated berein or any other address to the factor any notice to Lender shall be given by first class mail to Lender's address stated berein or any other address to the factor any 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 general place of the factor of th

Note or this Security Instrument unouse recording 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 temedies permitted by paragraph 19. If Lender exercises this option, Lender shaps specified in the second of paragraph 17.

partial prepayment without any prepayment charge under the Mote.
13. Legislation Affecting Len'Ur's Flights. If enactment or expiration of applicable laws has the effect of rendering any provision of the

tinally interpreted so that he 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 chall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower at the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Wo's or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a without that Borrower's consent.

12. Loan Charg ... If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is

rower may agree 6.6 dend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note Instrument; (b) is not personally obligated to pay the sams secured by this Security Instrument; and (c) agrees that Lender and any other Borsigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security exesson markets of refuse to extern rate for payment of any second standards of the some second of the social of t

eessor in interest or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Security Instrument by hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any sucof the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the

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 I 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 whether or not then due.

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.

before the taking. Any balance shall be paid to Borrower. 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.

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OCCUPANCY RIDER

60103894

THIS OCCUPANCY RIDER is made this 26th 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.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 4225 CRIMSON LN . HOFFMAN ESTATES , IL 60195

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 "Lo.m") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancially with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan 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 intertions of the Lender to make an "owner-occupant loan" and not an "investor loan." Lender specifically relied on that 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, then, in accordance with Paragraph II hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument at A 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, "amigus, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FH.MC, 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.

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OCK KOO LIM	75