

# UNOFFICIAL COPY

ILLINOIS—SINGLE FAMILY FARM SECURITY INSTRUMENT  
MAR-1205 (Rev. 7/87) I-572-157-C U.S. GOVERNMENT PRINTING OFFICE  
variations by jurisdiction to constitute a uniform security instrument covering real property.  
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
enforceability.

Borrower, warrants and defend generally the title to the Property against all claims and demands, subject to any  
mortgage, grant and convey the Property to the estate hereby convened and has the right to  
refereed to in this Security Instrument as the "Property".  
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the fixtures now or hereafter  
appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all easements, rights,  
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
property address  
which has the address of

5624 N BERNARD ST CHICAGO, IL 60659

90209351

*800 W. 11th*

90209351

AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF  
THAT PART OF SOUTHEAST 1/4 OF SECTION 2, LIVING WEST OF THE  
WESTERLY LINE OF RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF  
SANITARY DISTRICT OF CHICAGO, (EXCERPT STREET DEPICTED).  
IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN #13-02-428-026-0000

Debt evidenced by the Note, with interest, and all renewals, and the Note, for this purpose, Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in COOK  
County, Illinois:  
Borrower's covenants under this Security Instrument and the Note; and (c) the performance of the  
with interest, advanced under pargraph (a) to protect the security of this Security Instrument; and (b) the payment of the  
debt evidenced by the Note, with interest, and all renewals, and the Note, for this purpose, Borrower does hereby  
on May 18<sup>th</sup>, 1920. This Security Instrument secures to Lender: (a) the payment of the  
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid carlier, due and payable  
Dollars (\$1,165,000.00). This debt is evidenced by Borrower's note dated the same date as this  
Borrower owes Lender the principal sum of One Hundred Sixty-five Thousand, and 00/100  
("Lender").  
I-572-157-C New Jersey 08830  
One Ronsdon Road  
a corporation which is organized and existing under the laws of the State of New Jersey, and whose  
address is  
("Borrower"). This Security Instrument is given to  
MARGARETTEEN & COMPANY, INC.  
COOK COUNTY RECORDERS  
DEPT-Q1 RECORDINGS  
10TH FLOOR, ROOM 4281 65/07/90 11:33:00  
118-26

THE MORTGAGE is given to  
MARGARETTEEN & COMPANY INC  
625 NORTH CT. PALATINE IL 60067  
80133842  
30th, 1990  
THIS MORTGAGE ("Security Instrument") is given on April 1, 1990  
IN SHIK LEI, AND YE CHA LEI, HIS MIFE  
THE MORTGAGE is  
("Borrower"). This Security Instrument is given to  
MARGARETTEEN & COMPANY, INC.  
COOK COUNTY RECORDERS  
DEPT-Q1 RECORDINGS  
10TH FLOOR, ROOM 4281 65/07/90 11:33:00  
118-26

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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 law 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 expenses of 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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charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge.

21. Release. Lender shall pay all recordation costs, premiums on receiver's bonds and reasonable attorney fees, and when so to the sums secured by this Security Instrument.

20. Lender's period of redemption following liquidation sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to collection of the costs of the Property and collection of rents of the Property, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and when so to the sums secured by this Security Instrument.

19. Acceleration of and possession of the Property and collection of the rents of the Property shall be entitled to collection of the rents of the Property and collection of the rents of the Property, including, but not limited to, receiver's fees, and when so to the sums secured by this Security Instrument.

18. Acceleration of and possession of the Property and collection of the rents of the Property, including, but not limited to, receiver's fees, and when so to the sums secured by this Security Instrument.

17. Acceleration; Release. Lender shall further prior to acceleration under Borrower's written direction that follows:

The note in this Security Instrument (but not prior to acceleration under Paragraph 13 and 17 unless applicable law provides otherwise), may notice in the Note specifies: (a) the date to cure the default; (b) the date to accelerate the note; and (c) the date to pay the note in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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16. Borrower's Copy; Separability. This Security Instrument need not be governed by federal law and the law of the jurisdiction in which the Note is located. In the event that any provision of this Security Instrument is held to be severable, it will not affect the validity of any other provision of this Security Instrument.

15. Governing Law; Separability. Borrower when given a copy of this Note and of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail unless otherwise specified in the Note. Any notice to Lender shall be given by registered mail to the address set forth in the Note. If Lender takes steps specified in the second paragraph of this Note, it is to invoke any remedies permitted by paragraph 19, if Lender exercises this option, it need not be given to Lender.

13. Lendership; Assignment; Waiver. Notwithstanding any accommodation or modification of the Note, the Note and the Note instrument are to be construed as a Note instrument, and any amendment or modification of the Note is to be construed as a Note instrument. Any notice to Lender shall be given by first class mail to the address set forth in the Note. If Lender takes steps specified in the second paragraph of this Note, it is to invoke any remedies permitted by paragraph 19, if Lender exercises this option, it need not be given to Lender.

12. Loan Charges. If the loan security instrument is subject to a law which sets maximum loan charges, and that law is inconsistent with Borrower's model, either party may agree to the Note instrument or the Note instrument will be modified to reflect the Note instrument.

11. Successors and Assigns; Board; Joint and Several Liability. The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, except to the provisions of paragraph 17, Borrower's covenants and agreements shall be joint and several liability.

10. Borrower Not Responsible; Right to Write. Lender shall not be a writer of or responsible for the Note instrument or the Note instrument of any proceeds to principal that may be received by Lender in connection with the Note instrument.

9. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be required to collect the sums secured by this Security Instrument or to any successor to the Note instrument of the original Borrower or Borrower's successors in interest, except to the extent of the original Borrower's interest in the Note instrument.

8. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be required to collect the sums secured by this Security Instrument or to any successor to the Note instrument of the original Borrower or Borrower's successors in interest, except to the extent of the original Borrower's interest in the Note instrument.

7. Successor to Note. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

6. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

5. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

4. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

3. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

2. Cessation in Interest of the Original Borrower or Borrower's Successors in Interest. Lender shall not be liable for any acts or omissions of any holder of the Note instrument.

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22. **Waiver of Homestead.** Borrower waives all right of homestead exemption 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 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. The following Riders are attached:

1-4 Family Rider

Occupancy Rider

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.

*IN SHIK LEE*  
IN SHIK LEE-Borrower

*YE CHA LEE*  
YE CHA LEE, HIS WIFE-Borrower

-Borrower

-Borrower

STATE OF ILLINOIS,

COOK

ss:

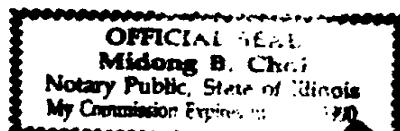
I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that  
IN SHIK LEE, AND YE CHA LEE, HIS WIFE

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.

Given under my hand and official seal, this 30th

day of April 19 90

My Commission expires:



Notary Public



## MAIL TO:

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

2020US351

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## OCCUPANCY RIDER

90209351  
60103842

THIS OCCUPANCY RIDER is made this 30th 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")

at the same date and covering the property described in the Security Instrument and located at:  
5624 N BERNARD ST , CHICAGO , IL 60659

**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 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 intentions of the Lender to make an "owner-occupant loan" and not an "investor 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, 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.

IN SHIK LEE

90209351

YE CHA LEE.  
YE CHA LEE

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Property of Cook County Clerk's Office

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## 1-4 FAMILY RIDER Assignment of Rents

60103842

THIS 1-4 FAMILY RIDER is made this                   30th       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  
**MARGARETEN & COMPANY, INC., a corporation organized  
and existing under the laws of the state of New Jersey**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
**5624 N BERNARD ST , CHICAGO , IL 60659**

Property Address

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

### MULTISTATE 1-4 FAMILY RIDER—FNMA/FHLMC

MAR-6015 Page 1 of 2 (Rev. 5/87)

Replaces MAR-6015 (Rev. 2/86) and MAR-6015 (Rev. 7/86)

Form 3170 10/85

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Revised 9/1/85 (Rev. 2-86) (Rev. 5-87)

Form 3170 10/85

MAR-601S Page 2 of 2 (Rev. 5-87)

MULTISTATE 1-4 FAMILY RIDER-FNMA/FHLMC

Property of Cook County Clerk's Office

60209354

L.S.

L.S.

YE CHA LEE L.S.

IN SHIK LEE L.S.

ZWSHICL LEE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

mitied by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies per-

G. CROSS-DEFALKT PROVISION. Borrower's default or breach under any note or agreement in which

assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.  
Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This  
of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach.  
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice