

69/2018/1003

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100% TOWER SECURITY WITH THE USE OF THE INFORMATIONAL DEVICE NOW OR HERINERL, OH AND HAS RIGHTS AND PROTECTIONS, WHETHER IT IS A PROPERTY, ANIMAL, SOYALICAS, ETC., THAT ARE BASED ON THE PROPERTY, AND IN ITS ENVIRONMENT, RIGHTS, IMPURIFICATIONS, ETC., AS WELL AS THE SECURITY INSTRUMENTS. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".
BORROWER COVENANTS THAT BORROWER IS LAWFULLY BASED AT THE CASE HEARLY CONVEGED AND HAS THE RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR MEMBERS OF RECORD.
HORROROWER WARRANTY AND WILL DEFEND PROPERTY GENERALLY LIKE THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY DOCUMENTATION OF RECORD.

Digitized by srujanika@gmail.com

9308 N KARLOV SKOKIE, IL 60076
which has the address of

80265572

THIS INSTRUMENT WAS PREPARED BY:	
MARGARETTEEN & COMPANY INC.	
628 NORTH CT. PLATINE IL 60067	
60104153	
THIS MORTGAGE ("Security Instrument") is given on	May 31st, 1990
THE MORTGAGOR IS AND JAMES A KIN, HIS WIFE	
DEPT-01 RECORDING	
149999 TRAIN 7163 06/06/90 13:05:00	
472134 -90-265572	
COOK COUNTY RECORDER	
("Borrower"). THIS Security Instrument is given to	
MARGARETTEEN & COMPANY, INC.	
A CORPORATION WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, AND WHOSE	

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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:

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.

Joonyong Kim
JOONYONG KIM-Borrower

Jung A Kim
JUNG A KIM, HIS WIFE-Borrower

-Borrower

-Borrower

5026552

STATE OF ILLINOIS,

COOK

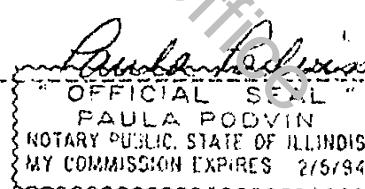
ss:

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that
JOONYONG KIM, AND JUNG A KIM, 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 me 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 21st day of May, 19 80.

My Commission expires:



MAIL TO:

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

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9 0 2 6 4 5 7 2

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 credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree

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19. **NON-UNIFORMITY STATEMENT**. Borrower further certifies to the satisfaction of all the conditions set forth in this Agreement, except as follows:

19. **NON-UNIFORMITY STATEMENT**. Lender shall have no right to accelerate payment under the terms of this Agreement to the date when the debt due the holder is due under the Uniform Commercial Code, if the debt is due under the Uniform Negotiable Instruments Law.

20. **NON-UNIFORMITY STATEMENT**. Lender shall have no right to accelerate payment under the terms of this Agreement to the date when the debt due the holder is due under the Uniform Negotiable Instruments Law.

21. **REBATE**. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. However, the last day any recoupment costs.

10. Borrower's copy, borrower shall be given one copy of this Security instrument.
11. Payment of the Property or interest in Borrower is sold 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, in its option, require immediate payment in full of all sums secured by this Security instrument, shall not be extended by Lender beyond the date of the due date of this Security instrument. However, this option may be exercised by Lender at any time during the period of one year after the due date of this Security instrument, Lender shall have the right to require immediate payment in full of all sums secured by this Security instrument, and Borrower may be liable for all costs of collection, including attorney's fees.

14. **Notices.** Any notice to Borrower shall be given by delivery or by mailing it to the first class mail unless otherwise specified for in this Security Instrument shall be deemed to be delivered when received by Borrower or at the address of Borrower set forth in this Security Instrument or at the address of Borrower set forth in the Note if the Note is held by a holder other than the Lender.

15. **Government Law.** This Security Instrument shall be governed by the laws of the State and of the United States of America.

16. **Borrower's Costs.** Every Borrower shall be liable to pay all costs of the Note and of this Security Instrument.

Article 9 of this Security Instrument unenforceable according to its option, may render immediate payment in full of all sums received by the SecuritY instrument and may invoke any remedies permitted by paragraph 19, if Underwriter exercises his option to take the steps specified in the second paragraph 17.

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 no interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the amount necessary to reduce the charge to the permitted limit; and (c) any sums already paid principal owed under this Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing partial prepayment without any premium charge under the Note.

11. **ACKNOWLEDGMENTS AND SIGNATURES**: Joint and several liability is hereby agreed to by all signers and subscribers and witnesses to this instrument shall bind and operate as if signed by all of them.

of the same security features as the original Borrower's success in intercepting the communication transmitted by the Borrower's telephone number to the Lender. The Borrower's failure to intercept the communication transmitted by the Borrower's telephone number to the Lender will result in the Lender's right to terminate the Agreement.

before the taking. Any balance shall be paid to Borrower.
If the property is abandoned by Lender, or if, after notice by Lender to Borrower that the condemned offers to make an award or set-
tle a claim for damages, Borrower fails to respond in 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 restore or to repair or to take such action as Lender deems necessary to collect
whichever is not then due.

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OF AND ADJOINING SAID LOTS 1 TO 9 IN CHERRY'S SUBDIVISION OF
PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15
AFORESAID, LYING SOUTH OF A LINE 15 FEET SOUTH OF AND PARALLEL
WITH THE MOST NORtherly LINE OF SAID LOT 1 EXTENDED WEST AND
LYING EAST OF THE MOST WESTERLY LINE OF SAID LOT 1 EXTENDED
NORTH, ALL IN COOK COUNTY, ILLINOIS.
PIN# 10-15-228-036-0000

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Property of Cook County Clerk's Office

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OCCUPANCY RIDER

60104159

THIS OCCUPANCY RIDER is made this 31st day of May, 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:
9308 N KARLOV, SKOKIE, IL 60076

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.

Joonyong Kim
JOONYONG KIM

Jung A Kim
JUNG A KIM

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