



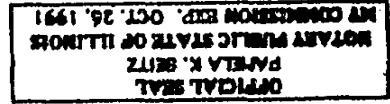
# UNOFFICIAL COPY

Chicago, Illinois 60626  
1737 W. Howard Street

Mail to: Frances Powers/Affiliated Bank

Prepared by: Tammy Quirk for Affiliated Bank

(Space Below This Line Reserved For Lender and Recorder)



*Pamela K. Seitz*  
Notary Public

My Commission expires:

Given under my hand and official seal, this 19th day of June, 1991.

set forth.

signed and delivered the said instrument as that, free and voluntary act for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the X's are personally known to me to be the same person(s) whose name(s) are

do hereby certify that David D. Ha and Alice B. Ha, a Notary Public in and for said county and state, Cook County ss:

*Alice B. Ha*  
Borrower (Seal)

*David D. Ha*  
Borrower (Seal)

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

Instrument. (Check applicable boxes)

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Acceleration. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is 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 may result in acceleration of the sums inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or 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 pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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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. 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 improvement, 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.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not their due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of a portion of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessarily to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before a sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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## \*RIDER TO MORTGAGE

Mortgagor is indebted to Mortgagee arising out of a certain Corporate Note ("Promissory Multi Note"), a copy of said Promissory Multi is attached hereto as Exhibit "A" and made a part hereof; that the full and prompt payment of the Note when due has been unconditionally guaranteed whether by declaration or otherwise by Mortgagor under the terms, provisions and conditions of the Promissory Multi Note.

Now, therefore, David D. Ha and Alice B. Ha, his wife to secure payment of said Note and all promissory notes thereafter executed by David D. Ha a/k/a Hae J. Ha d/b/a Diamond Auto Body and Paint Shop and David D. Ha a/k/a Hae J. Ha and Alice B. Ha a/k/a Bok Ju Ha evidencing future advances and loans made by Affiliated Bank to or for the account of David D. Ha a/k/a Hae J. Ha d/b/a Diamond Auto Body and Paint Shop and David D. Ha a/k/a Hae J. Ha and Alice B. Ha a/k/a Bok Ju Ha and all renewals or refinancings of the said notes and to secure payment of all other obligations and indebtedness now or hereafter due from David D. Ha a/k/a Hae J. Ha d/b/a Diamond Auto Body and Paint Shop and David D. Ha a/k/a Hae J. Ha and Alice B. Ha a/k/a Bok Ju Ha including, but not limited to, advances made by Affiliated Bank in accordance with the terms, provisions and limitations of this Mortgage and the performance of the covenants and agreements herein contained.

Mortgagors have previously executed and delivered to Affiliated Bank, as successor in interest to Affiliated Bank/North Shore National a certain Mortgage dated 2-9-90 and registered 2-14-90 as Document 90072756 (the "Prior Mortgage") which secures a Note for \$240,000.00 (the "Prior Note"). Mortgagors covenant and agree that each of the following shall be an event of default hereunder: (a) any renewal, extension, default, restructuring or refinancing of the indebtedness evidenced by the term or covenant or condition contained in the Prior Note or Prior Mortgage or any other document evidencing or securing the indebtedness evidenced by the Prior Note; and thereafter Mortgagee, at its option, may declare all indebtedness hereby secured without notice, to be immediately due and payable and Mortgagee may foreclose this Mortgage as in the case of any other default hereunder, without regard to whether the maturity of the Prior Note has been accelerated or whether the Prior Mortgage is then being foreclosed upon.

Anything in this Mortgage to the contrary notwithstanding, this Mortgage shall be, subject and subordinate to the terms, covenants and condition contained in, the Prior Mortgage.

In the event any amount paid out or advanced by the Mortgagee shall be used directly or indirectly to pay off, the Prior Mortgage or any other prior lien, Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

Mortgagor shall furnish forthwith to Mortgagee a copy of each notice claiming a default of any party under the Prior Note or the Prior Mortgage at any time given by or received by Mortgagors or any beneficiary of Mortgagors.

The obligation of Mortgagors under Paragraph 2 of this Mortgage shall be deemed performed to the extent that sufficient tax and insurance premium deposits are made with Holder of the "Prior Note."

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Exhibit A

## PROMISSORY NOTE (Multi)

### FOR BANK USE ONLY

Loan A/C # \_\_\_\_\_ Note # \_\_\_\_\_ Class Code 08  
Division 47 Cost Center 235 Review Date (Interim Date) 3/31/91  
Risk 4 FP Code \_\_\_\_\_ Cost of Funds \_\_\_\_\_ %  
New \_\_\_\_\_ Renewal \_\_\_\_\_ Officer FMP  
Approved \_\_\_\_\_ SIC 75000

No. \_\_\_\_\_ Due June 19 19 96 Date June 19 19 91 Amount \$ 39,211.54

FOR VALUE RECEIVED, the Undersigned, jointly and severally, promise to pay to the order of AFFILIATED BANK ("Bank") at its office in Chicago, Illinois, or any of its other office locations, the principal sum of \_\_\_\_\_

Thirty Nine Thousand and Two Hundred Eleven and 54/100 Dollars payable as follows:

ON DEMAND  
 In full on \_\_\_\_\_ 19 \_\_\_\_\_  
 In 60 successive Prin and installments of \$ 833.13 each beginning on July 19 19 91 and continuing on the same day of each consecutive month thereafter until this Note is fully paid, except that the final installment in the amount of \$ balance shall be due and payable on June 19 19 96.

TOGETHER WITH INTEREST FROM DATE on the principal amount from time to time unpaid at the following rate:

10.00 % per annum (fixed rate)  
 At a variable rate of \_\_\_\_\_ % per annum above the prime rate of the Bank announced or published publicly from time to time, such rate to be changed on the day or days said prime rate is changed (or effective on the first day of the month following).

Interest shall be paid as follows:

In successive monthly installments concurrently with the principal payments.  
 In successive quarterly installments concurrently with the principal payments.  
 In full at maturity.  Monthly  Quarterly  Semiannually

Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All payments shall be first applied to accrued interest to the date of payment with the remainder, if any, applied to the balance of principal. After maturity, interest shall accrue on any balance remaining due and owing at the rate of 8 % per annum above the prime rate of the Bank.

In the event of non-payment when due of any amount payable on this Note or default in the payment or performance of any other obligation or indebtedness of the Undersigned to the Bank, or if the Bank for reasonable cause shall deem itself insecure, then this Note and all other indebtedness of the Undersigned to the Bank, at the option of the Bank, shall immediately become due and payable, without notice or demand on the Undersigned, together with all expenses, costs and attorneys' fees incurred or expended by the Bank in enforcing its rights hereunder which shall become additional indebtedness immediately due and payable hereon.

To further secure the payment of this Note the Undersigned, jointly and severally, hereby irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time after default hereon and confess a judgment without process against them, or any one of them, in favor of the holder of this Note for such sums as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

The Bank may, at any time or times hereafter, without notice, appropriate and apply toward the payment of this Note any moneys, credits, deposits, checks, accounts, drafts, securities, certificates of deposit or other property belonging to the Undersigned, or any one or more of them, in the possession of or under the control of the Bank, as well as any indebtedness of the Bank to the Undersigned, then due or to become due, including without limitation, any and all balances, credits, deposits, accounts, certificates of deposit or moneys of any one or more of the Undersigned, and Bank is hereby given a first and prior lien upon such moneys, credits, indebtedness and other property of the Undersigned.

The Undersigned and all endorsers and guarantors severally waive presentment, demand, notice of dishonor and all other notices and demand in connection with the enforcement of the Bank's rights hereunder, and hereby consent to and waive notice of (a) any renewals, extensions or modifications hereof, and (b) the release with or without consideration of any of the Undersigned. Any failure of the Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time. The validity and construction of this Note shall be governed by the laws of the State of Illinois.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of beneficial interest and assignment of rents.

### BUSINESS PURPOSE STATEMENT

(to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

(1) The Undersigned owns and operates a business enterprise under the name Diamond Auto Body and Paint Shop

(2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose \_\_\_\_\_

Repair Roof/working capital

(3) The loan is a business loan within the purview of Paragraph 840(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated 6/19/91

Signature \_\_\_\_\_

David D. Ha a/k/a Hae J. Ha

Signature \_\_\_\_\_

SIGNATURE(S) OF BORROWER(S) 91364745

Address 6951 N. Western

X

David D. Ha a/k/a Hae J. Ha d/b/a

X Diamond Auto Body and Paint Shop

X David D. Ha a/k/a Hae J. Ha

X Alice B. Ha a/k/a Bok Ju Ha

Chicago IL 60645

City & State Zip Code

312/275-4477 36-2933456

Telephone Social Security No. or Corp. I.D. No.

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