PREPARED BY: WORLD SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION JOYCE WHITE

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION A FEDERAL SAVINGS AND LOAN ASSOCIATION 2420 WEST 28TH AVENUE DENVER, COLORADO 80211

91385595

ATTENTION:

DOCUMENTATION DEPARTMENT

FOR RECORDER'S USE ONLY

LOAN NUMBER: 59-39814-9 THIS IS A FIRST MORTGAGE. THIS MYRTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, MONTHLY PAYMENTS AND PRINCIPAL BALANCE.

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THE MAXINUM AGGREGATE PRINCIPAL SUM SECURED BY THIS SECURITY INSTRUMENT 15 \$125,000.00.

- DEFINITIONS OF MORDS USED IN THIS MORTGAGE (A) Security instrument. This Mortgage, which is dated JULY 29, 1991 will be called the "Security Instrument"
 - SOON RA PARK, A WIDOW. (B) Borrower.

COOK COUNTY RECORDER 143323 18VH 9281 07/31/91

sometimes will be called "Borrower" and sometimes shup's

- (C) Lender. WORLD SAVINGS AND LOAN AUSTICIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, will be called "Lender." Lender is a Federal Strings and Loan Association which is organized and exists under the laws of the United States. Lender's address is 170 Harrison Street, Ockland, California 94612.
- (D) Note. The note signed by Borrower and having the same dute as this Security Instrument will be \$100,000.00 plus interest. I have called the "Note." The Note shows that I owe Lender U.S. promised to pay this debt in monthly payments and to pay the debt in tull by AUGUST 01, 2021.
- (E) Property. The property that is described below in Section A entitled Description of the Property" will be called the "Property."
- (F) Sums Secured. The amounts described below in Section II entitled "Soriower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."
 - (G) Person. Any person, organization, governmental authority or other party will be called "Person."
- BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security instrument and also those rights that the law gives to lenders who hold mortgages on real property. t am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;
- pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and
- (iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

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under the applicable taw may be superior to this Security instrument; plus

Esch of my payments to Lender under this Paragraph 2 will be the sum of the following:

(8) One-twelfth of the estimated yearly taxes and assessments on the following:

mouthly payments of principal and interest are due under the Secured Notes.

It Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable taw requires otherwise. I will make these payments on the same day that my

Socrower's Obligations (i)

(B) Impound/Escrow Accounts

Well as assessments, leasehold payments, ground rents or mortgage insurance premiums on the Property as

(A) Borrower's Obligations

2. PAYMENTS FOR TAXES AND IMSURANCE

and late charges due under the Secured Notes.

1 will pay 10 Lender, on time, all principal and interest due under the Secured Notes and Iny prepayment

SORROWER'S PROMISE TO PAY

spromise and I spree with Lender as follows:

CONENANTS

1 give a general wattanty of little to Lender. This means that I will be fully responsible for any fossest which Lender suffers because someone other than myself has some of the rights in the Property which I will be tully responsible for any fosses that I have, I promise that I will be tully responsible for any fosses.

except for those which are of public record.

Probert to fender; and (iii) there are no outstanding claims, the right to mortgage, grant and convey the BORROWER'S OBLIGATION TO DEFEND WAVEFSHIP OF THE PROPERTY

IA BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND

woled S agespead seen seen 2 or yet 1 sat stanoons and 10 MA. (x)

this Section; and

An replacements of or sadding to the property described in subsections of through (will of

sedante in the luture:

1 that notices the right and property described in subsections (iii) through (vii) of this Section that I

property described in subsection (9) of this Section;

(vii) An tixturer that are now or in the fulure will be on the Described Property or on the

to' the Described Property

(iv) dir cights that I have in the tand which lies in the steets or roads in front ot, behind or next

Described Propusion

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the

(iv) An rents or royalties and other income from the Described Property;

known as easements, rights and appurtenances attached to the Property;

編] As sights in other property that I have as Owner of the Described Property. These rights are

All buildings and other improvements that are located on the Described Property;

13-02-208-049-0000

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"Descriped Property."

6) The property which is located as Exhibit "A" which is made a part of this Security Instrument. This Property is called the Property is called the

1 due feudet tibuts in the property described below:

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in the second section is

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- One-(weilth of the estimated yearly leasehold payments or ground rents on the **(b)** Property, if any: plus
- One-twelfth of the estimated yearly premium for hazard insurance covering the (c) Property: plus
 - One-twelfth of the estimated yearly premium for mortgage insurance, if any. (d)

1 will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums, which items will be called the Impound/Escrow Items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Impound/Escrow Items. The amounts that t pay to Lender for Impound/Escrow Items under this Paragraph 2 will be called the "Funds."

tender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Impound/Escross tiems, Lender will give to me, without charge, an annual statement of Funds

Cender may not charge me for holding or keeping the Funds, for using the Funds to pay Impound/Escrow trans, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, order may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to noke such a charge. Lender will not be required to pay me any interest or earnings on the funds unless either 17 Under and 1 agree in writing, at the time 1 sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

Adjustments to the Funds

if Lender's estimates of the impound/Escrow tiems are too high, the amounts that I pay under this Paragraph 2 will be too large.

it an excess of Funds remains after all impound/Escrow items have been paid and it I am keeping all of my promises and agreements (and) in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it exceeds \$25,00, or credited to my future monthly payments of Funds. Any retund or credit to which I am entitled will be made once a year.

If, at the time payments of impoundiffurow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender of alever additional amount is necessary to pay the Impound/Escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due uncer the Secured Notes and under this Security instrument, Lender will promptly refund to me any funds that are than being held by Lender. II, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then it me listely before the acquisition or sale, Lender will use any funds which Lender is holding at that time to reduce the Sums Secured.

APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payment runter the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposess

First, to pay late charges due under the Secured Notes; Second, to pay prepayment charges due under the Secured Notes; Third, to pay any advances due to Lender under this Security Instrument; Fourth, to pay the amounts due to Lender under Paragraph 2 above; Fifth, to pay interest due under the Secured Notes; Sixth, to pay deferred interest under the Secured Notes; Last, to pay principal due under the Secured Notes.

BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

1 will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

1 will also make payments due under my lease if i am a tenant on the Property and I will pay ground rents (if any) due on the Property, I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all tiens against the Property that may be superior to this Security Instrument, However, this Security Instrument does not require me to satisfy a superior lien it: (A)- I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the

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tien of this Security Instrument is superior to the tien held by that Person. If Lender determines that any part of the Property is subject to a superior tien, Lender may give to me a notice identifying the superior tien. I will pay or satisfy the superior tien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payer of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not cronntly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender to: costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or tack of impairment of security, as follows: (A) to the extent allowed by applicable taw, to the Sums Secured in of manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not inswer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Londer may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of oricipal which I give to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 27 below, all of my lights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid becare of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will ply the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FIGHTL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with in, state or federal hazardous materials and hazardous waste laws. I will not use, generate, mahufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property, Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must

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give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so, interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, whinent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender.

If all of the froperty is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and the context of the property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Socured immediately before the taking, divided by (B) the fair market value of the Property immediately before the sking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I to not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin usen the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs I and 2 above. However, Lender and I may agree in writing to delays or changes.

16. CONTINUATION OF BORROWER'S OBLIGATIONS UND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my right, and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Institutent, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Note and under this Security Instrument.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

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12. MAXIMUM LOAN CHARGES

If the toan secured by this Security Instrument is subject to a law which sets maximum foan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the toan exceed permitted limits, then: (A) any such toan charge shall be reduced by the amount necessary 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 Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable. Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulation. Including those for federal savings and loan associations, called Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Security Notes.

16. BORROWER'S COPY

I acknowledge the receipt of one conformula copy of the Secured Notes and of this Security Instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I standon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B), enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental payments and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Palagra in 28, 1 understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold. (F. 8 shall have no right to occupy the Property after such sale without the written consent of the new owner or the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a rick ren; other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable afterneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender, Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

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19. CLERICAL ERRORS

In the event tender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Coan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, multilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

t will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22 CAPTIONS

The reptions and headings at the beginning of each paragraph of this Security Instrument are for reference $c_{\rm int}$ and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lence:

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a part in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that

- (A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.
- (8) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other agriculant documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the class and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance cumply reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazard Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided and avidence of such master or blanket policy, then: (i) Lender waives the provision in Paragraph 2(B) above (c) the monthly payment to Lender of one-twellth of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender property of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(II) It shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the lum reconveyance of the Property described in the Security Instrument) may lend future advances to Borrower. Such loan will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OF TRANSFERRED

Acceleration of Payment of Sums Secured, Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR THANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

- (1) LENDER RECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;
- (11) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE IN WRITING;
- (111) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 1); OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS PAID TO LENDER: AND
- PAID TO LENDER; AND
 (IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH
 IS SATISFACTORY TO LENDER.

THE LOAN MAY BE ASSUMED UNDER ITS THEM EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL SE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF ASSALE OR TRANSFER OF THE PROPERTY OF OF THE BENEFICIAL INTEREST IN BORROWER PLUS 5 PERCENTAGE POLITS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED MOTES.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each manually payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading by reason of my orais, ion of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums recured.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Outy, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I own to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

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Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been gaid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

WAIVER OF HOMESTEAD 30_

My right to any applicable homestead exemption in the Property is waired.

QUICK QUALIFYING LOAN PROGRAM

I have qualified for this toan by making statements of fact which were relied upon by Lender to approve the toan rapidly. This toan is called a "Quick Qualifying Loan." I have stated and I confirm that: (A) I do not have any off at fluick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the talernents of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes.

OWNER OCCUPANCY

Lender has relied upon Statements of fact which I have made to qualify for this toan, I have stated and contirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument in recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

If any of the statements of fact that I Full made are materially false or misleading, I will be in default ap Sig under the Secured Notes and this Security Instrument. // am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

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BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

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KATHY L. HARTHEAU		Jetter	Notary Public	<u> </u>
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ATTACH IND PUIDUAL NOTARY ACKNOWLEDGEMENT

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LOAN NO. 59-39814-9

LOT 19 (EXCEPT NORTH 2 FEET) IN BLOCK 4 IN OLIVER SALINGER AND COMPANY'S THIRD KIMBALL BOULEVARD ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF PART OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 13-02-208-049-0000

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Cook Collings Clerk's Office. Cornorly known as: 6100 N. St. Louis, Chicago, Illinois.

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