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RETURN TO:
UNITED SAVINGS ASSN OF TEXAS FSB DBA
COMMONWEALTH-UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

32572708

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 29TH, 1992
The mortgagor is YOUNG SUP CHO AND KYUNG AE CHO , HIS WIFE

("Borrower"). This Security Instrument is given to

UNITED SAVINGS ASSN OF TEXAS FSB
which is organized and existing under the laws of UNITED STATES
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027
and whose address is

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY NINE THOUSAND SIX HUNDRED AND 00/100
Dollars (U.S. \$ 149600.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
AUGUST 1ST, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

PIN: 10-17-307-047

• DEPT-01 RECORDING \$35.50
• T#3333 FROM 1114 08/04/92 12:16:00
• #0636 * 92-572708
• COOK COUNTY RECORDER

92572708

which has the address of 9018 NORTH MEADE
(Street)

MORTON GROVE
(City)

Illinois 60053 ("Property Address");
(Zip Code)

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1076 (0000)

Form 3014-998 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-520-8882 □ FAX 636-731-1133

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Form 3014 990 (page 6 of 6 pages)

1301 N. BASSWOOD, 4TH FLOOR, SCHUABURG, IL 60173

(Address)

(Name)

SANDRA AHMAD

This instrument was prepared by

Notary Public, State of Illinois
My Commission Expires 4/10/93

JANE OTTER
My Commission Expired SEAL

Given under my hand and official seal, this

26 July 1992

day of

1992

and delivered the said instrument as THEIR free and voluntary act, for like causes and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed

, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that YOUNG SUP CHO AND KYUNG AE CHO HIS WIFE

, a Notary Public to and for said county and state,

County ss:

STATE OF ILLINOIS.

YOUNG SUP CHO
(Seal)-Borrower

KYUNG AE CHO
(Seal)-Borrower

YOUNG SUP CHO
(Seal)-Borrower

YOUNG SUP CHO
(Seal)-Borrower

Witness:

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify]

Balloon Rider

Second Home Rider

Biweekly Payment Rider

Graduated Payment Rider

Planned Unit Development Rider

Rate Improvement Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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5. **Hazard or Property Insurability.** Bonnover shall keep the improvements now existing or hereafter erected on the acre or more of the grounds set apart above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower etc.; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by deeds against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his or her interest in the property; (c) secures from the Borrower a notice identical to notice given to the Lender under circumstances similar to those described above in this Security Instrument.

4. **Chargess; Liens;** Borrower shall pay all taxes, assessments, charges, taxes and impositions, or any other expenses, which may accrue over this security instrument, and each hold payments or ground rent, if any. Borrower shall pay these obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay the same 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 same.

3. Application of Payments. Unless a applicable law provides otherwise, all payment received by Lender under Paragraph 2 shall be applied first, to any principal due; and last, to any late charges due under it; Article.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower any funds held by Lender, all under paragraph 21, Lender shall acquire or sell the Property Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums so held by Lender.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander exceeds the amounts permitted to be held by applicable law, Leander shall pay Borrower in no more than twelve monthly payments, at Leander's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity which each party may designate from time to time in accordance with applicable law.

1. **Payments of and interest on the debt evidenced by the Note and any prepayment shall promptly pay to the Noteholder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) (yearly leasehold taxes and assessments which may attach priority over this Security instrument as a lien on the Property); (b) (yearly liability for amounts of ground rents on the Property, if any); (c) (yearly hazard or property insurance premiums); (d) (yearly food insurance premiums, if any); (e) (yearly mortgage insurance premiums, if any); and (f) (any sums payable by Borrower to Lender, in accord with items, if any); in lieu of the payment of monthly installments. These items are called "Fees, Taxes and Insurance items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above for the benefit of the Noteholder; and (g) any amounts due under the Note, which may exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of funds. Escrow items or otherwise in accordance with applicable law.**

2. **Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the debt evidenced by the Note and late charges due under the Note, principal of and interest on the debt evidenced by the Note and any prepayment shall promptly pay to the Noteholder on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) (yearly leasehold taxes and assessments which may attach priority over this Security instrument as a lien on the Property); (b) (yearly liability for amounts of ground rents on the Property, if any); (c) (yearly hazard or property insurance premiums); (d) (yearly food insurance premiums, if any); (e) (yearly mortgage insurance premiums, if any); and (f) (any sums payable by Borrower to Lender, in accord with items, if any); in lieu of the payment of monthly installments. These items are called "Fees, Taxes and Insurance items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above for the benefit of the Noteholder; and (g) any amounts due under the Note, which may exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and hold Funds in an amount not to exceed the lesser amount. If so, Lender may collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of funds. Escrow items or otherwise in accordance with applicable law.**

UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coverage for national use and non-uniform coverages with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ROOKWOOD LUFERNANTS that Rookwood is lawfully seized of the estate hereby conveyed and has the right to record same.

NON-EXCLUSIVENESS WITHIN THE BOUNDARIES OF THE PROPERTY: This is a general provision which states that the security will cover all parts of the property.

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Stage Five - People have trouble with **System Nine** - Common Concerns (page 3 of 6 pages)

18. Borrower's Right to Remodel. If Borrower needs certain remodeling or alterations to his residence or business, he may request permission of his Securitization Trustee to remodel it.

If Lender certifies 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 note.

16. Borrower's signature:
Borrower shall retain one copy of the document and loanholder one copy of the same, and no other copies will be made.

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) 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 his option, require immediate payment in full of all sums accrued by this Securitization instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Securitization instrument.

The following table summarizes the results of the experiments performed on the different types of specimens.

15. Governing Law: Securability. 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 of this Security instrument or clause of this Securability instrument conflicts with applicable law, such conflict shall not affect provisions of this Securability instrument or the Note.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given in writing and delivered to or mailed to the address set forth in the signature block of this instrument.

13. **Interest charges.** If the loan secured by this Secured Party instrument is subrogated to a law which accepts maximum loan charges, and that law is finally interpreted so that the interests of either a loan chargee, 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected under a loan charge which exceeded permitted limits will be repaid to the borrower if a refund reduces principal, the reduction will be created as a partial prepayment without any interest paid back to Borrower.

12. Successors and assigns (hereinafter referred to as "successors"). The covenants and agreements of this Deed by successors shall bind and succeed to the successors and assigns of Lender and Borrower, subject to the provisions of Section 11. Borrower's successors and assigns shall be jointly and severally liable for all obligations of Lender and Borrower under this Deed.

11. Borrower's Right to Release: Forbearance by Lender. Extension of the time for payment of principal due on or before the maturity date of the loan may be made at the option of the Lender, provided that such extension does not exceed one year from the original maturity date, and provided further that the extension period will not commence until the date of the final payment of principal and interest on the original loan.

Under such circumstances, any application of proceeds to principal shall not exceed one-half of the amount of such payment.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, that the condominium officers 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 his option, either to restoration or repair of the Property or to the sum accrued by this Security Instrument, whether or not then due.

then due.

Hopkins in which the; in many cases of the profits unimpeachably indicate the taking is less than the amount of the sums received in consideration before the taking, unless Recovery and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums accrued by this Security instrument whether or not the sums are

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 drawn due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking unless Borrower and Lender otherwise agree in writing.

condemnation or other taking of any part of the Property, or for damage caused in lieu of condemnation, are hereby reserved and

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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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture, 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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LOT 188 AND THE NORTH 1/2 OF LOT 181 IN OLIVER SALINGER AND COMPANY'S SECOND DEMPSTER STREET SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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LOT 180 AND THE NORTH 1/2 OF LOT 181 IN OLIVER SALINGER AND COMPANY'S SECOND DEMPSTER STREET SUBDIISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

32512103

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AND I HEREBY CERTIFY THAT THE COPY IS A FAITHFUL COPY OF THE
ORIGINAL DOCUMENT FURNISHED ME BY THE CLERK'S OFFICE AND THAT NO INFORMATION HAS BEEN OMITTED OR ADDED.
RECORDED IN THE COOK COUNTY CLERK'S OFFICE ON THIS 14TH DAY OF MARCH, 1988.

Property of Cook County Clerk's Office