

UNOFFICIAL COPY

12017244

- DEPT-01 RECORDING \$29.50
- T#3333 TRAN 0110 02/25/92 12:33:00
- \$5556 + *-92-117244
- COOK COUNTY RECORDER

[Space Above This Line For Recording Data]
This instrument was prepared by:
MARGARETEN & COMPANY INC
625 NORTH CT. PALATINE, IL 60067

MORTGAGE

60106901

THIS MORTGAGE ("Security Instrument") is given on February 19th, 1992

The mortgagor is KWANG JOO LEE,
KAYE KYUOK LEE, HIS WIFE

("Borrower").

This Security Instrument is given to

MARGARETEN & COMPANY, INC.
under the laws of the State of New Jersey, and whose address is
One Ronson Road, Iselin, New Jersey 08830
Borrower owes Lender the principal sum of

which is organized and existing
("Lender").

Two Hundred Ninety-Six Thousand, and 00/100 Dollars
(U.S.\$ 296,000.00). 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 March 1st, 2027. 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:

LOT 7 IN FLORIAN'S SUBDIVISION OF THE EAST 690 FEET OF THE
NORTH 265 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH-
EAST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 3, 1977 AS DOCUMENT
NO. 2383473, IN COOK COUNTY, ILLINOIS.
PIN# 04-17-413-022-0000

which has the address of

2820 WOODLAND DR NORTHBROOK, IL 60062

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that: Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

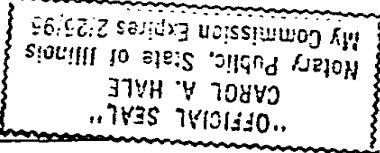
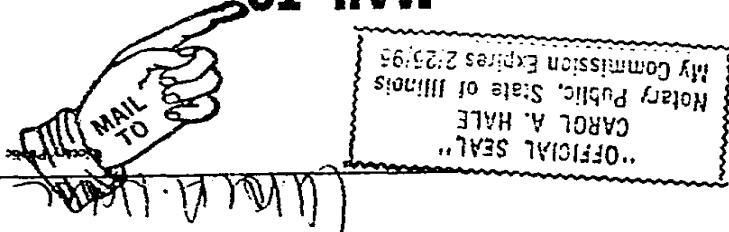
I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

294

UNOFFICIAL COPY

ILLINOIS - SINGLE FAMILY - FNMA/FHLMC UNIFORM INSTRUMENT
MAR-1205 Page 5 of 5 (Rev. 5/91)
Form 301A-9/90
MARGARETTEEN & COMPANY, INC.
525 NORTH COUNTY 3RD FLOOR
PACIFIC, ILLINOIS 60067

MAIL TO:



Given under my hand and official seal, this 19th day of February 1992

My Commission expires:

before me this day in person, and acknowledge that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same persons(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me voluntarily, for the uses and purposes herein set forth.

KAYE KYUOK LEE, HIS WIFE

KWANG JOO LEE,

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

COOK

STATE OF ILLINOIS.

ss:

-BORROWER

-BORROWER

KAYE KYUOK LEE, HIS WIFE-BORROWER

Kaye Kyuok Lee

KWANG JOO LEE+BORROWER

Kwang Joo Lee

2/26/92
2/26/92

and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument.

The following Riders are attached:
NO RIDERS ATTACHED

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

X

UNOFFICIAL COPY

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, 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 future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 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 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 any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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 or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, 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. 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.

UNOFFICIAL COPY

UNOFFICIAL COPY

سید علی بن ابی طالب

DISCUSSIONS—CONCLUDING OBSERVATIONS—SIGNIFICANCE

13. Loan (Charge). If the loan soecified in this Section is disbursed to a firm which incurs charges,

12. SUCCESSORS AND ASSIGNEES; JOINT AND SEVERAL LIABILITY; C-O-BENEFICIARIES—The covenants and agreements of this Section 12 will bind and be binding upon the successors and assigns of the parties and their heirs and legatees.

11. Borrower will not Kite-lead; for preference by Lender Not 2 Within. The person or persons referred to in Paragraph 11 and 2 of this Agreement are prohibited from being a principal or partner in any business or profession which may be a branch or subsidiary of, or associated with, the business of the Borrower.

In the event of a total loss of the Property, the sum so earned by this Security instrument whether or not there shall be any excess paid to the holder, shall be applied to a partial loss of the Property in which the fair market value of the Property immediately preceding the date of the loss, is greater than the amount of the sum so earned by this Security instrument immediately preceding the date of the loss, and if either or both the sum so earned by this Security instrument immediately preceding the date of the loss, and the sum so earned by the holder, exceed the amount of the loss, the holder shall be entitled to a credit for the amount so paid, and the balance so paid to the holder, shall be applied to a partial loss of the Property in which the fair market value of the Property immediately preceding the date of the loss, is greater than the amount of the sum so earned by this Security instrument immediately preceding the date of the loss.

10. Condemnation The proprietor, or his agent, may condemn any property which he deems necessary for the public welfare.

8. Non-specific instruments. If Lenders receive bad messages in advance as a result of non-specific instruments, Borrower will pay the principal plus interest accrued up to the date of notice plus a sum equal to the cost to Borrower of the message plus interest thereon at a rate determined by Lender if the cost to Borrower of the message plus interest is greater than the cost of the instrument appraised by Lender.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements in this Security Instrument, or there is a legal proceeding that delays, interferes with or affects Lender's rights in the Property, Lender may proceed against the Property as if it were the sole owner thereof, and Lender may do so at reasonable attorney fees and expenses on the Property or elsewhere. A notice, order, or other action under this Paragraph 7 need does not have to do so.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

64267424