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This instrument was prepared by:

COMMERCIAL CREDIT LOANS, INC.

(Name)

1750 E., GOLF RD., STE. 320...

(Address)

SCHAUMBURG IL. 60173

93754836

MORTGAGE

THIS MORTGAGE is made this . . . 17TH . . . day of . . . SEPTEMBER . . .
 19.93, between the Mortgagor, . . . JAE, YEONG, CHOI AND JAYNE, CHOI AS JOINT TENANTS . . .
 (herein "Borrower"), and the Mortgagee, . . . COMMERCIAL CREDIT LOANS,
 INC., . . . a corporation organized and
 existing under the laws of . . . DELAWARE . . .
 whose address is . . . 1750, E., GOLF RD., STE. 320 . . .
 SCHAUMBURG, IL, 60173 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$. . . 10,723,53 . . .
 which indebtedness is evidenced by Borrower's note dated SEPTEMBER 17, 1993 and extensions and renewals
 thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
 if not sooner paid, due and payable on . . . 9-2-03 . . .

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment
 of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and
 the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
 and convey to Lender the following described property located in the County of . . . COOK . . ., State of
 Illinois:

UNIT 1C, BUILDING CTS TOGETHER WITH IT'S UBDIVIDED PERCENTAGE INTEREST IN
 THE COMMON ELEMENTS IN NORWOOD COURT CONDOMINIUM AS DELINEATED AND DEFINED
 IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25211651, IN THE SOUTHEAST
 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF
 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 14-06-121-011-1009

93754836

SEPT-01 RECORDING . . .
 T80000 TRAN 4023 09/21/93 14:31:00 \$29.50
 45014 4 93-754836
 COOK COUNTY RECORDER

which has the address of . . . 6143 N. SEELEY . . .
 [Street] . . . CHICAGO . . .
 Illinois . . . 60659 . . . (herein "Property Address");
 [Zip Code]

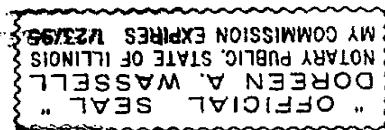
2930

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are
 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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
 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
 subject to encumbrances of record.

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(Space Below This Line Reserved for Lender and Recorder)



My Commission expires:

Given under my hand and official seal, this 17th day of September, 1993.

I, DOREEN A. MASSELL, a Notary Public in and for said county and state, do hereby certify that JAE YEONG CHOI, AND, JAYNE CHOI, AS JOINT TENANTS, personally known to me to be the same persons(s) whose name(s) ARE JAE YEONG CHOI, AND, JAYNE CHOI, prepared before me this day in person, and acknowledged that they have subscribed to the foregoing instrument as free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, COOK COUNTY, Illinois, County ss:

JAYNE CHOI
JAE YEONG CHOI
Borrower
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, or if any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFALUT
AND FOR CLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

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

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

charge to Borrower. Borrower shall pay all costs of recoordination, if any.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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9. **Comdemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement held by Lender, in priority to this Mortgage, except as otherwise agreed.

B. Inspection. Lennder may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lennder shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lennder's interest in the Property.

become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower regarding payment of principal and interest due under this Mortgage.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall be borne by the Borrower until such time as the Borrower has paid the principal and interest due on the Note.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appraisances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender requires a surveyor to make a survey of the loan secured by this Mortgage, Borrower shall pay the required survey fee.

Accrualization of covariants creating the condominium or planned unit development documents, the by-laws and regulations.

Power shall keep the Property in good repair and shall not commit waste or permit impairment of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the

authorizes to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for nonarreage benefits, Lender is proof of loss if not made promptly by Borrower.

or other security agreement with a lessor which has priority over this Mortagage.

The insurance carrier shall provide the insurance sum he chooses by Dec., never subject to approval by Lender, such approval shall not be unreasonable within 60 days, provided, however, that the policies and renewals of the insurance carried by the Lender and standard mortgage clause in favor of and in a form acceptable to Lender.

3. **Hazardous substances:** Potentially hazardous substances may release large amounts of energy or pose other hazards as Lender may require and in such amounts and for such periods as Lender may require.

incumming Borrower's obligations to make payments when due; Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

held by Lender at the time of application is a credit against the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or otherwise acquired by Lender, any Funds Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender.

the Fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due, unless such payment will be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

The due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Lender or carried over to Borrower on monthly installments of Funds. If the amount of

The Funds showings 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 Mortgage.

insured at quarterly intervals by a federal or state agency (including Lender) is such an institution). Lender shall apply the Funds to pay said taxes, assessments, premiums, insurance premiums and ground rents, Lender may not charge for so holding funds, annualizing said account or permitting and compiling said assessments and bills, unless Lender makes betterments on his Funds and accounts for same.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositor of accounts of which are such payaments of funds to Lender to the extent that Borrower makes such payaments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 17TH day of SEPTEMBER, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to JAE YEONG CHOI AND JAYNE CHOI (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6143 N. SEELEY CHICAGO IL. 60659
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES. The Note provides for an initial interest rate of 9.20%. The Note provides for changes in the interest rate and the monthly payments, as follows:

The interest rate Borrower will pay may change on the 24 month anniversary of the Date of Note and every 6 months thereafter. Each date on which Borrower's interest rate could change is called a "Change Date."

Beginning with the first Change Date and every 6 months thereafter, Borrower's interest rate will be changed to the Index Rate plus 3.20%. The "Index Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* on the calendar day immediately preceding the Change Date; or, if the index was not published on that day, that rate on the next preceding day on which it was published.

If the Index Rate is no longer available, Lender will choose a new Index Rate which it believes will most closely approximate the former Index Rate.

The interest rate cannot increase or decrease by more than 2 percentage points on any single Change Date. During the 12-month period beginning with the first Change Date, and during each subsequent 12-month period, the interest rate cannot increase or decrease by more than 2 percentage points from the rate in effect immediately prior to the beginning of such 12-month period. The interest rate shall never be greater than 18.9% or less than 8.7% during the life of this loan.

Principal and interest shall be payable in equal consecutive monthly installments in the amount shown above, except that any appropriate adjustment will be made to the first and final payments. If the rate of interest changes, the number of monthly payments will not change, but the amount of the monthly payments will change to the monthly amount needed to repay the remaining unpaid principal balance plus interest as changed in the remaining number of payments, assuming that all payments due after the calculation is made are paid as scheduled. The first change, if any, in the monthly payment amount will become effective on the 24 month anniversary date of the first payment due date. Subsequent changes in the monthly payment amount may occur on the payment due date every 6 months thereafter. Each new payment amount will remain in effect until the effective date of the next payment change.

If Borrower fails to pay any payments when due, Lender may exercise any remedies permitted by the Security Instrument in the case of default.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



(Seal)
Borrower



(Seal)
Borrower

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