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COOK CRUITY, ILLIHOIS THE COLOR PROCESS

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1Space Above This Line For Recording Date!

LOAN NO. 6405690

MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on The mortgagor is PETER D. KIM AND HAIJUNG KIM, MARRIED TO EACH OTHER 1994

This Security Instrument is given to FINDSOR MORTGAGE INC. IT'S SUCCESSORS AND/OF ASSIGNS

which is organized and existing under the lave of THE STATE OF ILLINOIS

address is 3201 OLD GLENVIEW POAD.

WILMETTE, ILLINOIS 60091

Borrower owes Lender the principal sum of

ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100

Dollars

(U.S. \$ 125,000.00 Time debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly prymonts, with the full debt, if not paid earlier, due and payable on FEBRUARY 1, 2009 The 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 log ted in

COOK

County, Illinois.

LOT 76 IN GLENVIEW WOODLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 36 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF DESPLATNES VALLEY RATEROAD) ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1956 AS DOCUMENT 16635670 IN COOK COUNTY, ELLINOIS.

P.I.N. #04-32-204-025

which has the address of

3824 SPRINGDALE AVENUE

GLENVIEW

Himory

60025

15treett ("Property Address");

17-ji Certel

TOOETHER 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 seised of the estate hereby conveyed and has the right to murtgage, grant and convey the Property and that the Property is inencombered, except for encombinaces of record. Horrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS Single Family - Famile Macifreddie May UNIFORM INSTRUMENT Banking Facine Supply Co., Inc. (80%) 448-5855

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Form 3014 9/90 18 1 43014 1981

History

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THIS SECURITY INSTRUMBAL continue material to commit to the formation of the coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen 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; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in her 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 to may require for florrower'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 exceed that and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be ne'd in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an assistation) 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 reterest 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 or the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds are 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 o 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, Leader shall promptly refund to Bottower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Linder, 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 cradit 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 account payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges: Lieux. Borrower shall pay all taxos, assessments, charges, tines 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 these person ewed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid ander 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, bazards 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 held the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

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premiuna and renoval notices. In the event of the Born versibility of promoting the first prince carrier and Lender. Lender may make proof of loss of not made promptly by Borrover.

Unless Lender and Borrower otherwise agree in writing, institution 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 fessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Horrower. 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.

Unloss Londer 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. It under paragraph 21 the Property is acquired by Lender, Borrowet'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. Horrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the " specity. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that a Lender's good faith judgment could result in forfeiture of the Property or otherwise materially support the fren created by this Security Instrument or Lender's security interest. Horrower may cure such a 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 fortesture of the Morrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security infor St. Borrower shall also be in default if Horrower, during the loan application process, gave materially false or maccurate information of xintements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Now, acluding, 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 nerger 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 I ender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce legal at regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Lender's actions may include paying any sugas secured by a hen which has priority over this Security Instrument, appearing a 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 incomes shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender 40 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. It for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums equired to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one is eith 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 condemnation or other taking of any part of the Property, or for convoyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Froperty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then 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 sums secured by this

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Security Instrument shall be reduced by he ano intermed the proceeds multiplied by the total process in the pro sums secured immediately before the the libride by the the far market value of the Properly immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

- 11. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commonce proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domaid made by the original Borrower or Horrower's successors in interest. Any forbestrance by Lender in exercising any right or remedy shall not be a waiver of or preclade the exercise of any right or remedy.
- 12. Successors and Assoras Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modely, torbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum town charges, and that how is finally interpreted so that the interest or other ions charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall to induced by this amount necessary to reduce the charge to the permitted limit; and (b) any mais already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. His refund reduces principal, the reduction will be treated as a partial propaying a without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security is summent shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The object shall be directed to the Property Address or any other address Porrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any neace provided for in this Security Instrument shall he deemed to have been given to Borrower or Lender when given as provided in this garagraph
- 15. Governing Law; Severability. This Security Instrument shall be governed by Geleral law and the law of the purisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this S curry Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. It 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 zagural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums seeing by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal lass as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Horrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sala 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 it 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 attornoys' fees; and (d) takes such action as Lender may reasonably require to assure that the hen 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 offective

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- 19. Sale of Note; Change or 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 in 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 rejectation 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 parigriph 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, emerials containing asbestos or formuldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means reclarat laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrewer 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 Porrower, 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, Corder 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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24. Riders to this Security indeptent is Security Instrument, the covenants and agreements of this Security Instrume box(58)]	of oncu yach tidor yhall on fucutbolalog iuto ai	nd shall amend and supplement the
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Dovelopment Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Socond Home Rider
Other(s) [specify]		
BY SIONING BELOW, Borrower accepts and		in this Security Instrument and in
why rider(a) executed by Borrower and recorded within the second second within the second sec	10 11.	January .
	PETER D. KIM	(Scal)
	16 7026	t.
	HAIJUNG KIM	(Scal)
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	4	
		(Scal)
	Sh.	
STATE OF ILLINOIS,	e Below this time For Acknowlectio and	( MI
f, THE UNDERSIGNED do hereby certify that PETER D. KIM AND	, a Notacy Public HAIJUNG KIM, MARRIED TO E	in and for said county and state, ACH OTHER
, person subscribed to the foregoing instrument, appeared be signed and delivered the said instrument as THEX		d tno: THEY
Given under my hand and official seal, this 4T	H day of JANUARY	. 19,94
My Commission expires:	MULTINUTY YUV	y Public
Kelum 10. Pox 17		AL" REVAS of Illinois st 1/79/06
Mirklison, Alexandrah Rd	"OFFICIAL SE	
Window 5201 Old Glannian Rd William Frank 100091	CHRISTINE L. GI	revas & W
Milliakeleani	My Consideration Union	at 1/79/06 } 💫

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