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Cook County Recorder

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HOME EQUITY LOAN PROGRAM MORTGAG

HOME EQUIT COMPTROUMM MONTGAGE
THIS MORTGAGE ("Morrige") is given on this <u>set</u> day of <u>August, 1998</u> between the mortgagor <u>Kyu Young Fik divorced and not since remarried</u>
(hereinafter "Borrower") and the Morangee, LIBERTY FEDERAL BANK, a corporation organized and existing under the laws of the United States, whose address is Oran Square, P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Lender").
Borrower is indebted to lender pursuant to a Home Equity Loan Program Account Note (hereinafter "Note") of even date hereof, additionally secured, if appropriate, by a Society Agreement and Collateral Assignment of Beneficial interest in the land trust holding title to the property, in the principal of (*
MINION OIL AUGURE 13, 2003
This Mortgage secures to Lender: The repayment of the debt evidenced by the Note and finure advances made pursuant to the Note to the same extent as if such finure advances were made on the date hereof and countless of whether or not any advance has been made as of the date of this Mortgage or whether there is outstanding indebtedness at the time of any finure advances; interest in accordance with the terms of the Note, and all renewals, extended and modifications; The payment of all other sums, with interest, advanced under principal 1 to protect the security of this Mortgage; and The performance of Borrower's covenant and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described Property located in Cook
County, Illinois. Permanent Real Estate Index Number: 04-28-401-034
Legal Description: LOT 43 IN BELLWOOD SUBDIVISION OF PART OF THE 5 20 ACRES OF THE SW 1/4 OF THE SE 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
REI TITLE SERVICES W. 1.155100

which has the address of 3203 Bellwood Lane Glenview , Illinois, 60025 ("Property Address"); Together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing together with this said Property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully selved of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower acknowledges that this Mortgage secures a note that contains provisions allowing for changes in interest rate, and that Lender may prior to the maturity of the Note and Agreement reduce the available line of credit and/or require repayment of the total balance outstanding under the Agreement.

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CL3001-1

JAN OFFICIAL COPY COVENANTS-Borrower and Lender

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note and the principal of and interest on any further advances secured by this Mortgage.
 Home Equity Loan, This Mortgage secures a Home Equity variable interest promissory note of even date. Such Note has a seven (7) year term. Borrower will promptly pay when due the principal of and interest on the debt evidence by the Note and any prepayment and late charges due

under the note.

Taxes; Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien or in a manner acceptable to the Lender or shall in good faith contest such lien by or defend enforcement of such lien and legal proceedings which operate to prevent the enforcement of the lien of forfeiture of the Property

4. Hazard 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 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.

All insurance policies and renewals must 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

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 not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be less ned, the insurance proceeds shall be applied to the sums secured by this Mortgage instrument, whether or not then due, with any excess paid to Portower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to serie 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 Mortgage, whether or not then due. The 30 day period will begin when notice is given.

Unless Lender and Borrower otherwise race in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph. Therein or change the amount of the payments, if under paragraph 19 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 sums secured by this Mortgage immediately prior to the acquisition.

5. Preservation and Maintenance of Property: Leastholds. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this hortgage is on a leasthold, Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property, the leasthold and fee title shall not more unless Lender agrees to the merger in writing.

6. Protection of Lender's Security, If Borrower fails to server the covenants and agreements content in this Mortgage, or if any action or

proceeding is commenced which materially affects Lenders vice as in the Property, including but not limited to, emment domain, insolvency, code enforcement, or arrangements or proceedings involving a banksur or decadent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage (usu ance as a condition of making the Note secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in energy until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Is nower shall pay the amount of all mortgage insurance premiums. Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, hall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disher sement of the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

Inspection, Lender or its agent may make or cause to be made reasonable entries upon and inspection, of the Property, provided that Lender shall

give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnition. The proceeds of any award or claim for damages, direct consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Morigage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Morigage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to that date of taking bears to the fair market value of the Property immediately prior to me date of taking, with the balance of the proceeds paid to Borrower.

if the Property is abundanced by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the

proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of

the monthly installments referred to in paragraph 3 hereof or change the amount of such installment.

9. Borrower Not Released. 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 mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Londer Not a Walver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Note secured by this mortgage.

11. Remedies Cumulative, All remedies provided in the Mortgage are distinct and cumulative to any other right or remedy under this Mortgagor afforded by law or equity and may be exercised concurrently, independently or successively.

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CL3001-2

- 12. Successors and Assigns Bound; J hat and Several Limb II y, Co in hers. The opening and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Dender and European, subject to the provisions of paragraph 18 herein. Borrower's coverants and agreements shall be joint and several. Any Borrower who cosigns this Mortgage, but does not execute the Note and Agreement:
 - is cosigning this Mortgage only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Mortgage;

b) is not personally obligated to pay the sum secured by this Mortgage; and

agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any combinations with regard to the terms of

this Mortgage or the Note and Agreement without the Borrower's consent.

13. 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 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, return receipt requested 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.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note and Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note and Agreement which can be given effect without the conflicting provision and to this end the provisions of the

Mortgage and Note and Agreement are declared to be severable.

15. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note and Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19 herein.

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

herein.

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 Perrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all st ms secured by this Mortgage. However this option shall not be exercised by Lender if exercised is prohibited by federal law as of the date of this Mort age.

If Lender exercises this option conder shall give Dorrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or railed 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, tonder may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Acceleration; Remedies. Prior to electing to accelerate the indebtedness, Lender shall give notice to Borrower of any such breach, of any covenant or agreement in this Mortgage (out not prior to acceleration under paragraphs 14 and 15 herein 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) the failure to cure the default 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 receleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate or 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 all of all sums secured by this Mortgage without further demand and may forcelose this Mortgage by judicial proceeding. Lender shall be entitled to a fleet all expenses included in pursuing the remedies provided in this paragraph 18,

including but not limited to, reasonable attorney's fees and costs of fife evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by apaid, or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be first applied to the 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 attorney's fees, apt then to the sums secured by this Mortgage.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall referse this Mortgage without charge to Horrower. Borrower shall pay any recordation costs.

Walver of Homestead, Borrower waives all right of homestead exemption in the Property

22. Prior Mortgages. Dorrower covenants and agrees to comply with all the terms and conditions and covenants of any Mortgage, trust deed, or Security Instrument affecting the Property which has or may have priority over this Mortege, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Failure of Borrower to make such payments or keep such items, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this mortgage and Lender may invoke the remedy specified in paragraph 18 herein.

Default.

The occurrence of any of the following events shall constitute a default by Borrower under this Mortgage; (1) failure to pay when due any sum of money due under the Note and Agreement or pursuant to this Mortgage, (2) If any action or much on by Borrowers adversely affects the collateral or the lender's right in the collateral. (3) Lender receives actual knowledge for Borrower made any material misrepresentation or omitted any material information in the Agreement, Mortgage, the Security Agreement, or in Borrower's application for the Agreement.

(b) If Borrower is in default under the Agreement of this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all FINANCE CHARGE. Borrower may owe on that amount, together with all other fees, costs or premiums charged to Dorrower's necount. The principal balance outstanding under the Agreement after default shall continue to necrue FINANCE CHARGE until paid at the rate provided for in the Agreement as if no default had occurred.

24. Expense of Litigation. In any suit to foreclose the lieu of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the

Note or the Credit Documents there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Horrower for attorney's fees, appraiser's fees, outlays for documentary expert evidence, stenographers' charges, publication costs, survey costs. And costs(which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such sult or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the Maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threntened suit or proceeding shall be immediately due and payable by Borrower, with interest thereon at the rate from time to time in effect under the Note.

25. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the

rider(s) were a part of this Mortgage.

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IN WITNESS WHEREOF, BOTTOWER has executed this Mortgage. COPY

IF BORROWER IS (ARE) INDIVIDUAL(S): Park (CORP. SEAL) STATE OF ILLINOIS COUNTY OF COOK the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kyu Young Park personally known to me to be the same person(s) whose name(s) 1s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that sine signed sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set orth, including the release and waiver of the right of homestead. Given under my land and official seal, this My Commission expires: if borrower is a trust: According selection of the selection of OFFICIAL not personally but solely as trustee as aforesaid ingrid R. Kiss Notary Public, State of Illinois My Commission Expires 01/15/2000 Juny Clerk Attest: Ĭts CORP. SEAL) STATE OF ILLINOIS COUNTY OF 1, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that President of a corporation, and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

President and

Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes there in set forth; and the said of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and official this scal, this Notary Public My Commission expires: This Instrument Prepared By: This Instrument Prepared By: Liberty Federal Bank Grant Square P.O. Box 386 Hinsdale, Illinois 60521 Liberty Federal Bank Grant Square P.O. Box 386 01 HVA Hinsdale, Illinois 60521 **49**280286 Page (4 of 4)