

# UNOFFICIAL COPY

(PLEASE PRINT OR TYPE)

State of Illinois  
County of Cook

opp Yong Kim

is 46 years of age and

being duly sworn, upon oath states that he

1.  has never been married

2.  the widow(er) of \_\_\_\_\_

3.  married to Jung Ae KIm

said marriage having taken place on \_\_\_\_\_

4.  divorced from \_\_\_\_\_

date of decree \_\_\_\_\_

case \_\_\_\_\_

county & state \_\_\_\_\_

Affiant further states that his social security number is 285-56-3829 and that there are no United States Tax Liens against him.

Affiant further states that during the last 10 years, affiant has resided at the following address and none others:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
11/17	present	3415 Wimmette Rd	Glenview	IL

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none others:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
11/1/82	present	Pathologist	Sherman Hospital	9341 Charter St. Elgin, IL.
11/32	10/31/82	Pathologist	Guthrie Memorial Hosp. 27100 W. North Ave. Melrose Park, IL	

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible United States Tax Liens.

Yong Kim

Subscribed and sworn to me this 26th day of October, 1987

"OFFICIAL SEAL"

Nancy Ann Zarach

Notary Public, State of Illinois

My Commission Expires 7/17/91

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L S 1154710 NAt25  
NOTE IDENTIFIED

3662931

[Space Above This Line For Recording Date]

Loan # 2984448

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **October 24th**  
**19 87** The mortgagor is

**SOO YONG KIM and JUNG AE KIM , husband and wife**

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

**GLENVIEW STATE BANK**  
which is organized and existing under the laws of **the State of Illinois**, and whose address is  
**800 WAUKEGAN ROAD, GLENVIEW IL 60025**

Borrower owes Lender the principal sum of **One hundred eighty-eight thousand and NO/100 - -**

Dollars (U.S. \$ **188,000.00**). 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 **November 1st, 2002**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 **GLENVIEW, Cook** County, Illinois:

**LOT 403 IN THE WILLOWS UNIT NUMBER 4-A, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE 1ST PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 18, 1969, AS DOCUMENT NUMBER LR2485211.**

"This Instrument Was Prepared By"

**GLENVIEW STATE BANK**

By Mark Reckes

**800 WAUKEGAN ROAD  
GLENVIEW, ILLINOIS 60025**

Item # **04-28-102-023**

*DBO/M*

which has the address of

**3415 WINNETKA ROAD**  
(Street)

**GLENVIEW**  
(City)

**Illinois**

**60025**  
(Zip Code)

("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 stock and all 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 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.

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OFFICIAL SEAL  
Nancy Ann Zerach  
Nobly Public, State of Illinois  
My Commision Expires 7/17/91

My Commission expires: 7/7/91

24th day of October, 1987

• personally known to me to be the same person(s) whose narrative is  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

BY SIGNING BELOW, Borrower agrees to accept all terms and conditions contained in this Security Instrument and in any rider(s) executed by Lender and recorded with it.

- Adjustable Frame Rider
  - Condorium Rider
  - 2-4 Family Rider
  - Graduated Play-unit Rider
  - Planned Unit Development Rider
  - Other(s) [Specify]

22. **Waiver of Homeestead.** Borrower waives all right of homestead exception in the Property.

23. **Ride-on Security Instruments.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date acceleration is required to cure the default; (b) the action required to cure the default must be taken by; (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 date acceleration is to occur if the default is not cured by the date specified in the notice. The notice may result in acceleration of all sums secured by this Security Instrument, force closure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding that the right to accelerate arises from the notice of acceleration and the date of acceleration.

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0 3 5 6 2 9 3 4

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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, whether 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.

**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 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 commence 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 demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns 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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Noticees.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower 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 notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or 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 Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails 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 Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower 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 sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement in the Note and shall be payable, within interest, upon notice from Lender to Borrower  
Securitily Instruments, unless Borrower and Lender under this paragraph 7 shall bear interest from  
Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so.  
Instrument, appearing in court, paying reasonable attorney fees and costs on the Property to make repairs, although  
in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Securitily  
regulations, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights  
Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce  
covenants and agreements contained in this Security Instrument or to perform the  
7. Preservation of Lender's Rights in the Property: If Borrower fails to perform the  
fee title shall not merge in the recording in writing.

Borrower shall comply with the provisions of the Note, and if Borrower succeeds to the Property, the lessee shall and  
change the Property, allow the Property to determine or committ waste. If this Security Instrument is on a leasehold,  
6. Preservation and Maintenance of Property: Lender shall pay damage or substitution  
Instrument immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Securitily  
from damage to the Property prior to the commencement of proceedings to repossess the premises under the  
Borrower shall agree to pay the expenses of the monthly payments referred to in paragraphs 1 and 2 or change the instrument for  
posting the due date of the monthly payments under this Security Instrument the amount of the payments,  
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to repair  
when the notice is given.

the Property or to pay sums secured by this Securitily Instrument, whether or not then due. This 2-day period will begin  
offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the funds to restore  
Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has  
applied to the sums secured by this Securitily Instrument, whether or not then due, within 30 days excess paid to Borrower. If  
restitution or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be  
of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the  
Unless Lender and Borrower otherwise agree in writing, insurance promptly received to repair  
earlier and Lender may make proof of loss in not made promptly by Borrower.  
all receipts of paid premiums and renewals notices, in the event of loss, Borrower shall give to Lender  
Lender shall have the right to hold the policies and any other hazards for which Lender  
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.  
unreasonable withheld.

insurance carrier providing the insurance shall take one or more of the actions set forth above within 10 days  
reduces insurance shall be maintained in the amount "excess coverage", and any other hazards for which Lender  
insured against losses by fire, hazards included within the term "excess coverage", and any other hazards for which Lender  
5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter effected on the Property  
of the giving of notice.

Property is subject to a lien or forfeiture of any part of the lien in legal proceedings where Lender is an  
agreement of the lien by, or defends against enforcement of the lien in a manner acceptable to Lender (b) contest in good  
agrees in writing to the payee of the obligation, accepted by the lien in a manner acceptable to Lender (b) contest in good  
receipts evidencing the payment.  
Borrower shall discharge its liability over this Securitily Instrument to Lender once or more of the actions set forth above within 10 days  
to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender  
pay them on time directly to the person provided in paragraph 2, or if not paid in that manner, Borrower shall  
Borrower shall pay the same obligatorily over this Securitily Instrument to Lender any part of the amount  
agreement satisfies the conditions of any part of the Property, or (c) securer from the holder of the lien an  
prevent the encroachment of the lien or legal proceedings where Lender is an  
truth the lien by, or defends against enforcement of the lien in legal proceedings where Lender is an  
agreements in writing to the payee of the obligation, accepted by the lien in a manner acceptable to Lender (b) contest in good  
receipts evidencing the payment.  
Borrower shall discharge its liability over this Securitily Instrument to Lender once or more of the actions set forth above within 10 days  
to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender  
pay them on time directly to the person provided in paragraph 2, or if not paid in that manner, Borrower shall  
Borrower which may attain priority over this Securitily Instrument, and leasehold payments or ground rents, if any.  
Property which may attain priority over this Securitily Instrument, and leasehold payments or ground rents, if any.  
4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fees and impossible to the  
Notes: third, to amounts paid under this paragraph; first, to late charges due law provides otherwise, all payments received by Lender the  
paragraphs 1 and 2 shall be applied: first, to late charges due law provides otherwise, all payments received by Lender the  
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender the  
applicable to make up the deficiency in one or more amounts received by Lender the  
amount of the Funds held by Lender. If under property or its acquisition by Lender until the time of  
any Funds held by Lender. If under property is sold or required by Lender, Lender shall promptly refund to Borrower  
upon payment in full of all sums secured by this Securitily Instrument, Lender shall promptly refund to Borrower  
amount necessary to make up the deficiency in one or more amounts received by Lender any  
at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the  
due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be  
If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to  
this Securitily Instrument.

This Securitily Instrument to the Funds was made. The Funds are pledged as additional security for the sums secured by  
shall give to Borrower, without charge, any amount annually according to the Funds showing credits and debits to the Funds and the  
Lender may agree in writing that Lender shall be paid on the Funds, unless Lender to pay the escrow items when due, the excess shall be  
Lender may not charge for holding and applying the Funds, Lender shall apply the Funds to pay the escrow items, unless  
state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items,  
The Funds shall be held in an escrow of which are insured by a federal or  
basis of current data and reasonable estimates of future escrow items.  
mortgage instruments, if any. These items are called "escrow items." Lender may estimate the Funds due on the  
leasehold payments and assessments which may attain priority over this Securitily Instrument, and (d) yearly  
one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Securitily Instrument, and (b) yearly  
to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to  
2. Funds for Taxes and Interest. Subject to application the deposits or accounts of which are insured by a federal or  
the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.  
1. Payment of Principal and Interest. Borrower shall promptly pay when due  
INIFORM COVENANTS. Borrower and Lender covenant and agree as follows: