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STATE OF ILLINOIS )  
COUNTY OF COOK )

SS.

I, Gary M. Smogolski, of Northwestern Savings and Loan Ass'n.

2300 N. Western Ave, City of Chicago  
Illinois, being first duly sworn, on oath depose and say that  
heretofore, on or about 7-31, 1978, there was issued  
and delivered to Aetna Bank, the full satisfaction  
and release of a certain mortgage dated the 16th day of June  
A.D. 1975 and filed in the Registrar of Titles  
Office of Cook County, in the State of Illinois, Torrens  
Document # 2821219 and a certain assignment of rents  
dated the 16th day of June 1975, and filed in the  
Office of Registrar of Cook County, State of Illinois Torrens  
recorded as Document # 2821220 to the premises  
therein, described as follows:

Unit No. 558 in Bay Colony Condominium Development No. 2 as delineated  
on survey of part of Lot 1 in Louis Meinshausen's Subdivision of part  
of Frederick Meinshausen's Division of Lands in Section 15 and 16,  
Township 41 North, Range 12 East of the Third Principal Meridian, in  
Cook County, Illinois, Illinois, which survey is attached as Exhibit  
'A' to Declaration of Condominium made by Chicago Title and Trust  
Company, a Corporation of Illinois, as Trustee under Trust No. 61500,  
registered in the Office of the Registrar of Titles of Cook County, Illinois, as Do  
Document LR 2783627 as amended from time to time; together with their undivided  
percentage interest in said parcel (excepting from said parcel all the  
property and space comprising all the units thereof as defined and set  
forth in said Declaration and survey) in Cook County, Illinois.

~~troyed note in the amount of \$23,400.00~~, and the mortgage securing  
the said indebtedness of \$23,400.00 and the registering on all of  
the following Torrens Certificates of Title numbers: \_\_\_\_\_  
and also the release given by Northwestern Savings to replace  
release dated 7-31, 1978 issued on said date in relation  
to premises described herein, and all costs, charges, damages  
and expenses; and all claims and demands of every kind and any  
nature, actions, causes of actions, suits and controversies,  
whether groundless or otherwise.

BY Gary M. Smogolski  
(capacity) Secretary  
(address) 2300 N. Western Ave.  
Chicago, IL 60647  
(city)

Subscribed and sworn to  
before me this 3rd day of  
September 19 88

Joyline Valente  
Notary Public

My Commission Expires 6-26-90

5/17/88

6-26-90

My Commission Expires

Notary Public

19 88

September

before me this 3rd day of

Subscribed and sworn to

(city) Chicago, IL 60647  
(address) 2300 N. Western Ave.  
(capacity) Secretary

BY

*Gary M. Smogolski*

whether groundsless or otherwise.  
nature, actions, causes of actions, suits and controversies,  
and expenses; and all claims and demands of every kind and any  
to premises described herein, and all costs, charges, damages,  
release dated 7-31, 1978, issued on said date in relation  
and also the release given by Northwestern Savings, to replace  
the following Torrens Certificates of Title numbers:  
the said indebtedness of \$23,400.00 and the registering on all of  
troysed note in the amount of \$23,400.00, and the mortgage securing  
damage to him, arising by reason of the lost, misplaced or des-  
Registrar of Titles, Cook County, Illinois, against all loss or  
successors, shall, at all times indemnify and save harmless the  
NOW THEREFORE, the Northwestern Savings and Loan Ass'n, its  
since been inadvertently lost, misplaced or destroyed.  
satisfaction and release of mortgage and assignment of rents, have  
said mortgage in the amount of \$23,400.00, and the said sat-  
gether with the note, marked "paid or cancelled", secured by  
I further state that the mortgage above described, to-

I, Gary M. Smogolski, of Northwestern Savings and Loan Ass'n.

STATE OF ILLINOIS  
COUNTY OF COOK

SS.

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A F I D A V I T

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Property of Cook County Clerk's Office

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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 25, 1988. The mortgagor is Henry Choi and Jinny S. Choi, his wife as joint tenants and not as tenants in common ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF MORTON GROVE, A NATIONAL BANKING ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 6201 Dempster Street, Morton Grove, Illinois 60053. Borrower owes Lender the principal sum of twenty-five thousand and no/100's Dollars (U.S. \$ 25,000.00). 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 August 1, 1993. 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 Cook County, Illinois:

UNIT NUMBER 558 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 18TH DAY OF NOVEMBER, 1974 AS DOCUMENT NUMBER 2783621, AS TO AN UNDIVIDED .2928 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF LOTS 1, 2 AND 5, IN LOUIS MEINSHAUSEN'S SUBDIVISION OF PART OF FREDERICK MEINSHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1 AFORESAID, 91.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 367.35 FEET TO A LINE WHICH IS PERPENDICULAR TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 AFORESAID, WHICH IS DRAWN THROUGH A POINT IN SAID EASTERLY EXTENSION 192.86 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID PERPENDICULAR LINE 247.69 FEET TO A LINE PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID WHICH PASSES THROUGH A POINT IN SAID WEST LINE 610.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 2 IN LOUIS MEINSHAUSEN'S SUBDIVISION AFORESAID; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE 495.29 FEET TO A LINE 282.82 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 231.73 FEET TO A POINT ON THE NORTH LINE OF LOT 2 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF LOT 2 AFORESAID 427.11 FEET TO A POINT 710.0 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY 301.37 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDING; THENCE EASTERLY 40.0 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE NORTHERLY ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 48 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 33.01 FEET TO THE SOUTH LINE OF THE NORTH 268.37 FEET OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 50.0 FEET TO THE EAST LINE OF THE WEST 90.0 FEET OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 211.58 FEET TO THE SOUTH LINE OF THE NORTH 479.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 363.03 FEET TO THE WEST LINE OF THE EAST 256.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE 367.66 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 256.90 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF LOT 5 AFORESAID, A DISTANCE OF 268.92 FEET TO A DIAGONAL LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 AFORESAID 351.04 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 5 AFORESAID 75.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID DIAGONAL LINE FOR A DISTANCE OF 146.41 FEET TO A LINE 324.16 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF LOTS 1 AND 5 AFORESAID; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE 444.41 FEET; THENCE EAST AT RIGHT ANGLES THERETO 152.17 FEET TO A DIAGONAL LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT IN THE SOUTH LINE OF LOT 1 AFORESAID 351.04 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 FEET TO THE POINT OF BEGINNING.

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

1. **Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by the Lender. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 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 shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in 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 amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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.

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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.

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

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 as the "Property."

which has the address of ..... 9371 Bay Colony Drive, Des Plaines, IL 60016  
[City] [State] [Zip Code] Illinois ("Property Address");

Property of Cook County Clerk's Office

See rider attached hereto and made a part hereof.

# 09-15-10-021-1014

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Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attach to this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by the Lender. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 attach to 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 with 10 days of the giving of notice.

5. 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. 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 shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due.

The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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 the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in 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 amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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 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) 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 the 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 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 agent 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 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 Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs and release charges.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The Installment Note mentioned in the within Mortgage has been identified herewith under

Identification No. 1118  
FIRST NATIONAL BANK OF MORTON GROVE

BY: [Signature]  
Trustee

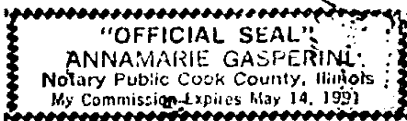
[Signature] ..... (Seal)  
Henry Choi Borrower  
[Signature] ..... (Seal)  
Jimmy S. Choi Borrower

STATE OF ILLINOIS, ..... Cook ..... County

I, Annamarie Gasperini ..... a Notary Public in and for said county and state, do hereby certify that Henry Choi and Jinny S. Choi, his wife as joint tenants and not as tenants in common ..... personally known to me to be the same person(s) whose name(s) are ..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... they ... signed and delivered the said instrument as their ... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of July 19 88

My Commission expires: May 14, 1991



Annamarie Gasperini  
Notary Public

374202  
Submitted by  
Admitted  
Recorded  
INDEXED

374202

HARRY (BUS) YOUNG  
1989 SEP 27 PM 3:23

11 SEP 89  
2  
DUPLICATE

5-117201

PROPERTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60602  
BOX 92