

*off*

*Note identified*

DEBBIE HOOKS  
ONE NORTH DEARBORN STREET, CHICAGO, ILLINOIS 60602  
(Address)

**MORTGAGE**

3766220

LOAN NUMBER: 010020058

THIS MORTGAGE is made this 11th day of January 1989, between the Mortgagor, JAE YUNG SUN and CHON KEE SUN, his wife (herein "Borrower"), and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is ONE SOUTH DEARBORN STREET, CHICAGO, ILLINOIS 60602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 which indebtedness is evidenced by Borrower's note dated January 11, 1989 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 1, 1999.

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

**LEGAL DESCRIPTION**

Item 1.

Unit 9009-9F as described in Survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 9th day of January, 1979 as Document Number 307025.

Item 2.

An Undivided .515% interest (except the Units delineated and described in said Survey) in and to the following Described Premises:

That part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows:- Commencing at the Northeast Corner of said Northeast Quarter (1/4) of the Northeast Quarter (1/4); thence South along the East Line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), a distance of 535.0 feet; thence West on a line parallel with the North Line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), a distance of 450.0 feet; thence North parallel with the East Line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4), a distance of 535.0 feet to the North Line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4); thence East along said North Line 450.0 feet to the point of beginning.

I.D. #09-15-207-017-1143

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND ETIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 11TH DAY OF JANUARY 1989, A.D.

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

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

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

THE BORROWER covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is encumbered, except hereby conveyed and has the right to mortgage, subject to encumbrances of record.

60016

(herein "Property Address")

CHICAGO (City)

9009 GOLF ROAD #9E (Street)

which has the address of:

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37662220

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THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN  
AFC MENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS,  
COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME  
AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED  
AT LENGTH HEREIN.

3766220

1. **Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest under the Note, and the Note is paid in full, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach to the Property and ground rents on the Property, if any, plus one-twelfth of the yearly premium (including hazard insurance) plus one-twelfth of yearly premium (including mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution; the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, and annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are to be held as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of the taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments or insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, loan, advanced or credited to Borrower or applied to the future monthly installments of Funds. If the amount of the Funds held by Lender is insufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall, in one or more payments as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as they fall due. Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions all attachable to the Property which may attach a priority over this Mortgage and recorded judgments or ground rents, if any.

3. **Applicability of Payments.** If any applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then in payment of the Note, and then to the principal of the Note.

4. **Other Mortgages and Liens of Trust, Loans, Liens, Assessments and Other Charges.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions all attachable to the Property which may attach a priority over this Mortgage and recorded judgments or ground rents, if any.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "insured coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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UNITED STATES GOVERNMENT - Single Family - FINANCIAL INSTRUMENT

CITICORP SAVINGS FORM 2027A (1-88)

Signature

Signature

Signature

Signature

*Choon Hee Suk*  
CHOO HEE SUK

*Janet Lee*  
JANET LEE

0229943

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider. Any amounts retained by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Lender, Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of the Security Instrument. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. The Bankers Association is responsible to Lender.

(A) Any action which would have the effect of reversing the public liability insurance coverage maintained by the Owners Association.

(B) Retention of professional management and assumption of self-management of the Owners Association.

(C) Any amendment to any provision of the Constituent Documents if the provision is for the express benefit of the Borrower.

(D) The abandonment or termination of the Condominium Project, except for abandonment or termination or removal by law in the case of a substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(E) Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(1) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 8.

(2) Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(3) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(4) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(5) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(6) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(7) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(8) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(9) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(10) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(11) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(12) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(13) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(14) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

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(16) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60605  
Telephone (312) 877-8000

CITICORP SAVINGS

THIS CONDOMINIUM RIDER is made this 11th day of January, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of which a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5909 GOLD ROAD #9F, CHICAGO, ILLINOIS 60616  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

GOLF TOWERS CONDOMINIUM  
(Name of Condominium Project)

(The "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," the:

(1) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(2) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice if any lapse in required hazard insurance coverage occurs.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

(3) Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(4) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

(5) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

(6) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

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(9) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

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(17) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

(18) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

(19) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

(20) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, are hereby assigned and shall be paid to Lender.

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BOX #165

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

**JAE YONG SUI** (Borrower) *Jae Yong Sui*

**CHON JEE SUI** (Borrower) *Chon Jee Sui*

STATE OF ILLINOIS, County of Cook

**THE UNDERSIGNED** (Notary Public) *Jae Yong Sui*

My Commission expires: 8-10-89

Given under my hand and official seal, this 11th day of January, 1989.

**REQUEST FOR NOTICE DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

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

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

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

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

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