

# UNOFFICIAL COPY

Form 2014 12/23  
XC18000A44

XC18000

VERSION 1.2

ILLINOIS - Single Family - Financial General Instrument

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to conform to a national 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 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.

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 improvements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

("Property Address");

ZIP CODE

Illinois 60053

MORTON GROVE (City)

(Street)

which has the address of 6841 LYONS STREET

P.L.N. 10-18-115-024-0000

LOT 9 IN SECOND ADDITION TO MILES PARK ESTATES, BEING MILL AND SONS SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT R1148920, IN COOK COUNTY, ILLINOIS.

located in \_\_\_\_\_ County, Illinois.  
The Note, for this purpose, Borrower hereby mortgages, grant and convey to Lender the following described property and Security Instrument and (b) the performance of Borrower's covenants and agreements under this Security Instrument and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this security to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and paid earlier, due and payable on 08/11/2019.  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
Borrower owes Lender the principal sum of SEVENTY-EIGHT THOUSAND EIGHT HUNDRED AND 00/100  
Dollars (U.S. \$78,800.00). This debt is evidenced by Borrower's note  
("Lender").

SEARS MORTGAGE CORPORATION  
under the laws of the STATE OF OHIO  
2500 LAKE COOK ROAD, GLENVIEW, ILLINOIS 60015  
, and whose address is  
("Borrower"). This Security Instrument is given to  
1989. The mortgage is SANG-GU CHA AND JUNGSOOK CHA, HUSBAND AND WIFE

## MORTGAGE

LENDER'S 8 09-50-98577

[Space Above This Line For Recording Date]

NOTE IDENTIFIED

3791707

40416742

Property of Cook County

62031500 72 04771J

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-tenth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lease 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 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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made, or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. 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 prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fees 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, hazard 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 sums 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.

\* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

4021625

UNOFFICIAL COPY

Property of Cook County Clerk's Office

XC52000

CO0413

Form 1300

MULTISTATE 1-4 FAMILY RIDER - Family Mortgage/Trade Plus Uniform Instrument Form 1170 10/88

.....  
(Seal)  
-Borrower

.....  
(Seal)  
-Borrower

.....  
(Seal)  
-Borrower  
JAMES DOX CHA

.....  
(Seal)  
-Borrower  
SANG-GU CHA

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Security Instrument.  
Interest shall be a trust, under the Security Instrument and Lender may invoke any of the remedies permitted by the  
D. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an

assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.  
application of rents that not cure or waive any default or invalidity and other right or remedy of Lender. This  
breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any  
Lender shall not be required to enter into, take control of or maintain the Property before or after giving notice of  
prevent Lender from exercising its rights under this paragraph F.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would  
due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.  
entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents  
trustee for benefit of Lender only, to be applied to the rents secured by the Security Instrument; (ii) Lender shall be  
If Lender gives notice of breach to Borrower, (i) all rents received by Borrower shall be held by Borrower as  
constitutes an "assignee assignment" and not an assignment for additional security only.

rents and revenues of the Property as trustee, for the benefit of Lender and Borrower. This assignment of rents  
of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all  
tenant of the Property to pay the rents to Lender or Lender's agents, however, prior to Lender's Notice to Borrower  
the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of  
paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.  
modify, extend or terminate the existing lease, in Lender's sole discretion. As used in this  
all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and  
D. BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.

C. RENT LOSS REIMBURSEMENT. Borrower shall maintain insurance against rent loss in addition to the other hazards for  
which insurance is required by Uniform Covenant 5.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any in inferior to the  
Security Instrument to be perfected against the Property without Lender's prior written permission.

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use  
of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply  
with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower  
and Lender further covenant and agree as follows:

[Property Address]

6841 LYONS STREET, MORTON GROVE, IL 60053

of the same date and covering the Property described in the Security Instrument and located at:

SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

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 the Borrower's Note to  
(the "Lender")

SIX day of MAY

19 89

LENDER'S # 09-58-98577

Assignment of Rents

1-4 FAMILY RIDER

4045623

UNOFFICIAL COPY

Property of Cook County Clerk's Office

17. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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 the Security Instrument, whether or not then due.

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

19. Borrower Not Released; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of a portion 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 successor in interest. Lender shall not be required to continue proceedings against any successor in interest or return to extend time for payment or otherwise modify or alter the sums secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or a release of the action of any right or remedy.

20. Successors and Foreign Funds; 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 the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

21. 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 to limit 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may elect to not refund to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any 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.

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

23. Notices. Any notice a 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.

24. Governing Law; Jurisdiction. The 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 the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument and the Note are deemed to be severable.

25. Borrower's Copy. Borrower shall be given one conformed copy of the Note and one Security Instrument.

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

27. Lender exercises this option, Lender 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 the Security Instrument without further notice or demand on Borrower.

28. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of the 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: (a) Borrower pays Lender all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower 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 attorney's 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 will 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.

4074628

# UNOFFICIAL COPY

Case No. 13-0343

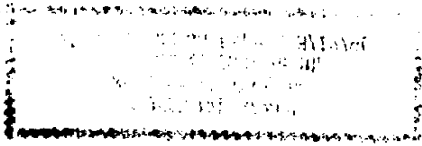
Case Name: [REDACTED]

Case Status: [REDACTED]

Property of Cook County Clerk's Office



UNOFFICIAL COPY



3791707

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

XC160004A3

XC18000

VERSION 1.2

COOK COUNTY REGISTERED CLERK  
NICHOLAS SEARS MORTGAGE CORPORATION  
250 SOUTH MILWAUKEE AVE  
LIBERTVILLE, IL 60148

LIBERTVILLE, IL 60148  
JULIANNE H. OZAN KRUSS  
Notary Public, State of Illinois  
My Commission Expires 07/20/00

MAY 15 PM 2:06  
NOTARY PUBLIC

3794707

LC-40-22

Notary Seal: JULIANNE H. OZAN KRUSS, Notary Public, State of Illinois, My Commission Expires 07/20/00

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999, I have signed and delivered the said instrument; as subscribed to the foregoing instrument; appeared before me this day in person, and acknowledged that he is the person named therein, and that he is the owner and possessor thereof.

do hereby certify that \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) is/are \_\_\_\_\_, a Notary Public, and the said county and state, \_\_\_\_\_, State of ILLINOIS, \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
SANG-CU CHA  
JUNGDOOK CHA

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

- [X] Other(s) [Specify] 1-4 Family Rider
- [ ] Graded Payment Rider
- [ ] Planned Unit Development Rider
- [ ] Condominium Rider
- [ ] 2-4 Family Rider

21. Borrower, upon payment of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

22. A power of attorney shall be executed by Borrower and recorded together with 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. (Check applicable covenants and agreements of the Security Instrument as if the riders) were a part of this Security Instrument. (Check applicable riders)

23. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

24. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

25. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

26. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

27. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.

28. Lender, upon receipt of all sums secured by this Security Instrument, shall pay any recording costs, without charge to Borrower. Borrower shall pay any recording costs.