PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRAGE, IL 60181

[Space Above This Line For Recording Date] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

natrument") is given on JULY 23rd

19 90 The mortgagor is SAMG SOO LEE, and HAR SOOK LEE, HUSBAND and WIFE

("Borrower"). The security Instrument is given to
PETERSON BANK
which is organized an reliating under the laws of THE STATE OF ILLINOIS
3232 W. PETERSON AVENUE GOOK CHICAGO, IL 60659

, and whose address is

("Lender").

Borrower owes Lender the principal sum of FORTY THOUSAND & 00/400

dated the same date as this Security It strument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUAT 1, 2020

This Security Instrument secures to Lender: (a) the repayment of the Lent 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 Parrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does here by nortgage, grant and convey to Lender the following described property

located in cook

UNIT 732 AS DESCRIBED IN SURVEY DELINFATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINUM OWNERSHIP REGISTERED ON THE 18TH DAY OF NOVEMBER 1974, AS DOCUMENT NUMBER 2783627, TOGETYAR WITH AN UNDIVIDED .2928 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND PESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT TART OF LOTS 1, 2 AND 5 IN LOUI THAT PART OF LOTS 1, 2 AND 5 IN LOUIS MEINSHAUSEN'S SUBDIVISION OF PART OF FREDERICH MEINSHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGITTING AT A POINT IN THE NORTH LINE OF LOT 1 AFORESAID, 91.00 FEET WEST OF THE NO.THEAST CORNER THEREOF;
THENCE WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 337.35 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 CP SECTION 16 AFORESAID,
WHICH IS DRAWN THROUGH A POINT IN SAID BASTERLY EXTENSION 192.86 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID PERPENDICULAR LINE 247.69 FRET TO A LINE PERPENDICULAR TO THE WEST LINE OF LAT A FORESAID 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 A FORESAID; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE 495.29 FEET TO A LINE 282.82 FRET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORES 10: 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 427.11FRET TO A POINT 710.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THE GUEST SOUTHERLY 301.37 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINITES OF SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE EASTERLY 40.0 FEET ALONG A LINE WHICH MAKES AN ANGLE 91 DEGREES 12 MINUTES OO SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE NORTHERLY ALONG A LINE WHICH MAKES AN ANGLE OF 86 DEGREES 48 MINUTES OF 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 OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 50.0 FERT TO THE BAST 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 FRET (AS MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE EAST ALONG SAID BOUTH LINE 363.03 FEET TO THE WRST 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, DISTANCE OF 268.92 FEET TO A DIAGONAL LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 3 AFORESAID 351.04 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 5 AFORESAID 75.00 FEET RAST 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 I AFORESAID 352.04 FERT EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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NOTETICIAL BEYERS
LYNN M. MEYERS
NOTARY PUBLIC, STATE OF ILLINONS
NY COMMISSION EXPIRES 10/28/93

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13.4 Family Rider

OAKBROOK TERRACE, IL 18109 SULTE 300 'GVON SENTEN ETUGE 1061 HIDNEST MOSTGAGE SERVICES, THC TOL MENTER CHA GEODER

> DEMNIARE DENIED This Document Prepared by:

> > My Commission expines:

Given under my hand and official seal, this N3RD

set forth.

gives and voluntary act, for the uses and purposes therein as innuminant bias off borovileb bus bongis THEIR

KMD

to the seitement markument, appeared before me this day in person, and acknowledged that man sective (s)morned strike and set of semior private, villanoges GOOK LEE, MESEAND AND WIPE Boos onas do hereby certify that 7 TVH. -8 and for severounty uStelepun eys Conurs STATE OF ILLINOR COOK TO AAATO (12064 MOLLON (Inse HAL TO LEE (land) 005 (Seal) BY SIGNING BRIOW, 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.

Other(s) [specify]

Tabia InamqolavaQ tinU bannalq [] 🗍 Graduated Payment Rider 🦳

Adjustable Rate Kides

📆 Condominium Rider supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable, ox(rs)]

this Security Instrument and egreements of each such rider shift be incorporated into and shall amend and 23. Riders to this Soi utity instrument. If one or more riders are executed by Borrower and recorded together with

22. Walver C. H. ametend. Borrower waives all right of homestend exemption in the Property.

Instrument without that to Borrower. Borrower shall pay any recordation costs.

21. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of managerant of the Property and collection of renfa, including, but not limited to, receiver's free, premiums on receiver's bonds and receiver's bonds and receiver about the sums secured by this Security Instrument. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

ancured by this Security Instrument, foreclassive and succeeding and sale of the Property. The notice shall further accuration or me secured by this Security Instrument, foreclassive 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 default to rany other defence of Borrower to acceleration and toreclosure. If the default is not cured on or atstance of a default or any other defence of Borrower to acceleration may require immediate payment in full of all sums secured by before the date appointed to the first security instrument without further demand and may foreclose this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lander shall be entitled to collect all expenses incurred in pursuing the remedies provided in this parameterly including, including, in possession, Upon acceleration following judicial sale, Lender in Possession, Upon acceleration following judicial sale, Lender in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of any rents of redemption of any rents of the receiver shall be expirated first to payment of the Property including those past due. Any rents collected by Lender to the receiver shall be entitled first to payment of the Property including those past due. Any rents collected by Lender to the receiver shall be entitled first to payment of the amus off to cure the default on or before the date specified in the notice may result in acceleration of the una breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable taw 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; default: 29. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

MON. DMFORM COVENANTS. Botrower and Lender further covenant and agree as follows:

ILLINOIS-Single Femily-FAMANTHLMC UNIFORM INSTRUMENT ðΥl D

(Imited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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 senguints and will defend generally the title to the Property against all claims and demands, subject to any

appurtenences, rents, royalites, mineral, oil and gas rights and profits and according an according to 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." TOCETHER WITH all the improvements now or heresiter erected on the property, and all easements, rights,

("Property Address");

{Si0 Code} 91009

Monilli

DES PLAINES

which has the address of 9392 BAY COLOMY

TAX ID #1 09-15-101-021, VOLUME 88

Stopenty of County Clerk's Office "A" KUCKEGGA GERDATTA EES

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512382100

JEMMIPER DEMIRO

RECORD AND RETURN TO:

MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUITE 300 OAKBROOK TERRACE, IL 60181

NON UNIFORM COVER er and Loft er tuitter vevenam unit are e s 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 nonexistence 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 this 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 without charge to Borrower. Borrower shall pay any recordation costs.

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. [Cneck opposable box(es)] [] Adjustable (a) a Rider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rid	er .
Other(s) [specify]		
BY SIGNING BELOW, Borrower Instrument and in any rider(s) executed by	accepts and agrees to the terms and perrower and recorded with it.	covenants contained in this Security
	O . Saug	Sco La (Scal)
	SAMC SOO LEY	-sorrousi
	HAR SOOK LEE	(Seal)
	<u>C</u>	(Seal)
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	11: BI	
A STOR MOSELE	1145	2 38 S
STATE OF ILLINOIS COOK	County	
I, Conthe undersig	County P	William ard for sal gounty and state.
The second secon	SOOFLER AND PAR SOOK LEER, SE	BBAND AND VIEW
	monthly frown to me to be the slime	
signed and delivered the said instrumen	nt as THEIR free and voluntary	y act, for the uses and purposes therein
set forth.		
Given under my hand and officia	d seal, this 23RD day of J	ny
My Commission expires:		
This Document Prepared By:	() you	M. Megers

CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID DIAGONAL SIND FOR 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 BOUTH LINE OF LOT 1 AFORESAID 351.04 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 PEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

" OFFICIAL SEAL "
LYNN M. MEYERS
NOTARY PUBLIC, STATE OF ILLINOT

MY COMMISSION EXPIRES 10/20/93

Instrument, appearing in court, paying reasonable attorneys' fees and entering 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 Security fee title shall not marge unless Lender's Rights in the Property; Mortgage Insurance.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

Covernants 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 and Lender's rights proceeding.

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower and it comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and

Preservation and Maintenance of Property; Lanceholds. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition.

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 peas to Lender to the extent of the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal Jual not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the paragraphs 11.

when the notice is given. 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 Man period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that he insurance carrier has 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

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 promptly by Borrower comply by Borrower. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds sized to restoration or repair of the conder and Borrower otherwise agree in writing, insurance proceeds sized be applied to restoration or repair of the conder and development if the conder and development if the conder and development if the conder and development in the conder and development if the conder and development in t All insurance policies and renewals shall be acceptable to Lender and alighi include a standard mortgage clause.

unressonably withheld. 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 shales to Lender's approval which shall not be

Borrower shall keep the impraverients now existing or hereafter erected on the Property 6. Hezard Incurance. of the giving of notice.

Borrower shall prompily discharge any lien which has priority over this Security instrument unless Borrower: (s)

receipts evidencing the payments. pay them on time directly to the person (Aved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrowe, makes those payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Open paymer, in tuil of all sums secured by this Security instrument, bender, bender, bender, If under paragraph 19 the Property is sold or acquired by Lender shall apply, no latest than immediately proceed for the Property or its acquisition by Lender, any Funds held by Lender shall apply, no lates than immediately processes all of the Property or its acquisition by Lender, any Funds held by Lender at the time of a polication as a credit equivalent and senter applicable law provides otherwise, all payments received by Lender under the paragraphs i and 2 shall be applieded by this Security Instrument, no prepayment creation by Lender under the Mote; third, to amounts payable used to the conder the late, and last, to principal due.

4. Chargest Liens. Boy wer shall taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations to the manner provided in paragraph 3, or if not paid in that manner, Borrower shall be pay these obligations of the manner provided in paragraph 2, or if not paid in that manner, shall pay these obligations of the manner provided in paragraph 3, or if not paid in that manner, shall be the shall pay there and impositions to the manner and the shall pay there is the manner provided the paragraph 3, or if not paid in that manner, Borrower shall be the state of the manner.

Upon pay n. or in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender.

at Borrower's option, either prompily repaid to Borrower or predited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the eacrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall he, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

Funda was made. The Funda are pledged as additional security for the sums secured by this Security Instrument. edi or rideb dens deldw rot eacquiq edt bins abnuf edt or alideb bins albere gniwoda abnuf edt to gnitiuosea launna na shail not be required to pay Borrower any interest or sarnings on the Funds. Lander shall give to Borrower, without charge. Lender pays for charge for holding and applying the Funds, analyzing the account or verifying the excrow items, unless Lender pays hor charge for funds and applying the Funds analyzing the account or verifying the secrow items, unless by Lender pays the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds on the Funds an agreement is made or applicable law requires interest to be paid, Lender that interest analysis on the Funds. or sinte agency (including Lender if Lender is such an institution), Lender shall apply the Punds to pay the escrow items. 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

one-twelfth of: (a) yearly takes and assessments which may attain priority over this Security instrument; (b) yearly leasestuded payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums, if any, These items are called "escrow items." Lender may estimate the Funds due on the mortgage insurance premiums, if any, These items are called "escrow items." Lender may estimate the Funds due on the mortgage insurance premiums, if any, There items are called "escrow items." 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of end interest on the debt evidenced by the Mote and any propayment and late charges due under the Mote and any propayment and late charges due under the Mote and any Lender, Borrower shall pay to Lender by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to

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

UNOFFICIAL COPY

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 stitle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is suth rized 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 amorification 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 oxeroise of any right or remedy.

11. Successors and Assigns Bour 4; 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 arms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) rarees 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 Sec crity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interast or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) only such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any wire already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to the 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 seconding 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 state appointed in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument an all 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 B prrower. 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.

18. 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 Instrumenter 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.

16. 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 flen 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.

UNCAMPANA BURELY

THIS CONDOMINIUM RIDER is made this 23rd day of JULY , 19 90 , 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 PETERSON BANK (the "Lender")

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

9392 BAY COLONY #732 DES PLAINES, ILLINOIS 60016

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

BAY COLONY

[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 Conson inium 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 "blanker" collection 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," then:
- (i) 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
- (ii) 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 of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance provide acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any awar i 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 Livtrument as provided in Uniform Covenant 9.
- 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:
- (i) the abandonment or termination of the Condomirium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other or sualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Document; if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be at disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condon with Rider.

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Property of County Clerk's Office