

# UNOFFICIAL COPY

HIL7751 (VERS. 4.0/11-9C)

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Property (or the lessorhold estate if this Mortgage is on a leasehold) are herein referred to as the "Property";  
be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said  
hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to  
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or  
(subject however to the rights and authorities given herein to Borrower to collect and apply such rents),

assessments, rights appurtenances, rents  
TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL

15000.00

AMOUNT SECURED: ELEVEN THOUSAND AND 0/100

CITY, STATE AND ZIP CODE) (herein "Property Address")  
DEA PLAINES, IL 60016 (Number and Street)

which has the address of 9042 WEST FRANCIS JLN 09-15 322-025  
1960 AS DOCUMENT 1936430, IN COOK COUNTY, ILLINOIS  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, REGISTERED IN THE  
TIEBID PRINCIPAL MERIT, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE  
THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH RANGE 12 EAST 1/4 OF THE  
TRIBACE UNIT NUMBER 1, BEING A SUBDIVISION OF PARCEL OF THE NORTHWEST 1/4 OF THE  
THE WEST 18 FEET OF THE EAST 38 FEET OF LOT 12 IN MORRIS'S GOLF PARK  
WHEREAS, Lender and Borrower have entered into an Agreement to make loans to Borrower  
irrevocably mortgagors, grantees and conveyees to Lender the following described property located in the County of

Cook  
STATE OF ILLINOIS, WITH MORTGAGE COVENANTS:  
BORROWER, in consideration of the indebtedness herein recited and the mortgage herein created,  
under an arrangement ("Agreement") pursuant to which Lender may borrow, repay and renew such loans to Borrower  
Statement (the "Agreement") purporting to which Lender has agreed from time to time to make loans to Borrower  
WHICHAS, Lender and Borrower have entered into an Agreement to make loans to Borrower  
Agreement.

Lender  
a Delaware Corporation, whose address is: 2500 Lake Cook Road, Suite CL-A, Riverwoods, IL 60015 (herein  
State Consumer Financial Corporation of Delaware

and the Mortgagee,

DEA PLAINES, IL 60016 (herein "Borrower") whose address is

THIS MORTGAGE, is made this 09 day of January 1991

HIS WIFE

between the Borrower, IN SE LEE & EUN KYONG LEE  
and the Mortgagee,

MORTGAGE

SPACE ABOVE THIS LINE FOR RECORDERS USE

Loan No.

2500 Lake Cook Road  
Suite CL-A  
State Consumer Financial Corporation of Delaware  
Riverwoods, IL 60015RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

3945136

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TO SECURE to Lender (a) the repayment of all indebtedness due and to become due under the terms and conditions of the Agreement and Disclosure Statement (the "Agreement") executed by Borrower and dated the same day as this Mortgage, and all modifications, extensions and renewals thereof, which Agreement provides that Lender shall make advances to Borrower of a revolving nature and that such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding principal balance owing at any one time under the Agreement (not including finance charges thereon at a rate which will vary from time to time, and other fees and other charges which may from time to time be owing under the Agreement) shall not exceed the Amount Secured designated on the first page of this Mortgage; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; (c) the performance of the covenants and agreements contained herein and in the Agreement; and (d) any future advances made by Lender to Borrower pursuant to paragraph 8 of this Mortgage (herein "Future Advances").

Any references in this Mortgage to the "Note" shall be deemed to refer to the Agreement, and any references in this Mortgage to notes and promissory notes shall include loan agreements, as applicable. All references to interest shall be deemed to include finance charges.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for the encumbrances of record approved by Mortgagor, except as provided in paragraph 3 hereof, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first (in the order Lender chooses) to any finance charges, collection costs and other charges owing under the Agreement or this Mortgage, second, to the principal payable under the Agreement.

3. CHARGES: LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage (excluding the lien of any mortgage or deed of trust encumbering the Property that is prior in right or in time ("Prior Mortgage") to this Mortgage and that has been approved by Lender), and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due and when Borrower makes payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage (excluding the lien of any Prior Mortgage); provided that Borrower shall not be required to discharge any such lien so long as Borrower shall (a) agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or (b) in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (c) secure from the holder of such prior lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage. Any default by Borrower under the terms of any Prior Mortgage shall constitute a default under this Mortgage.

Borrower shall not enter into any agreement with the holder of any Prior Mortgage by which the Prior Mortgage or the indebtedness secured by the Prior Mortgage is modified, amended, extended or renewed, without the prior written consent of Lender. Borrower shall neither request nor accept any future advances under any Prior Mortgage without the prior written consent of Lender.

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condemnation, are hereby assigued and shall be paid to Lender.

8. CONDEMNATION. The proceedings of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the property, or for conversion in lieu of cause therefore related to Lender's interest in the Property.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the property, provided that Lender shall give Borrower notice to any such inspection specifying reasonable

any covenant or agreement under this Mortgage.

Any action taken by Lender under this Paragraph B shall not cure any breach Borrower may have committed of law.

Nothing contained in this Paragraph B shall render Lender to incur any expense or take action hereunder, applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law.

outstanding principal under the Agreement until payment of interest at such rate would be contrary to terms of payment, such shall bear interest from the date of disbursement at the rate payable from time to time on

thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to otherwise

any amounts disbursed by Lender pursuant to this paragraph B, with interest thereafter, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to otherwise

arrangements involving such sums and take such action as is necessary upon the date Mortgagor, if Lender has not limited to, disbursement of reasonable attorney fees and costs necessary to protect Lenders' interest, including, but not limited to, enforcement of moral, insolvency, code enforcement, or other

protection, shall demand and supplement such insurance with Borrower, and Lender shall be incorporated into arrangements contained in this Mortgage, or if any action or proceeding in which Mortgagor fails to perform the covenants and

obligations contained in this Mortgage, or if Lender makes any such payments to Lender, shall be incorporated into arrangements contained in this Mortgage, or if any action or proceeding in which Mortgagor fails to perform the covenants and

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the date of taking of the Property. Mortgages secured by this Mortgage, whether or not held by Lender, shall be applied to the date of taking of the Property to make an award or settle a claim for damages. Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at condemnor's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Lender shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 hereof or change the amount of such payments.

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

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the

Property is offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at condemnor's option, either to restoration or repair of the Property or to the sums secured by this Mortgage to the date of taking, with the balance of the proceeds paid to Borrower.

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Property of Cook County Clerks Office

Without the prior written consent of Lender,  
any other interest or estate in the property at any time held by or for the benefit of Lender in any capacity,  
22. NO MERGER. There shall be no merger of the interest or estate created by this Mortgage with  
any other interest or estate in the property at any time held by or for the benefit of Lender in any capacity.  
21. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property.  
20. PROJECT FOR NOTICE. Borrower requests that copies of the notice of default and notice of  
sale be sent to Borrower's address which is the Property Address.  
19. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall discharge this  
Mortgage without cost to Borrower. Borrower shall pay all costs of recordation if any.  
Upon acceleration under paragraph 17 hereof or abandonment of the Property, 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. All rents collected by Lender or the  
receiver shall be applied first to payment of those past due. All rents collection of and management  
then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those  
including, but not limited to, receivers fees, premiums on receivers bonds and reasonable attorney's fees, and  
receiver shall be liable to collect the costs of management of the Property and collection of rents,  
then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those  
20. PROJECT FOR NOTICE. Borrower requests that copies of the notice of default and notice of  
sale be sent to Borrower's address which is the Property Address.

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IN WITNESS WHEREOF, BORROWER has executed this Mortgage under Seal.

Loan No. \_\_\_\_\_

(Space Below This Line Reserved For Lender and Recorder)

This instrument was prepared by:

REGIONS FINANCIAL MANAGER  
SEARS CONSUMER CORPORATION OF DELAWARE  
2500 LAKE COOK ROAD, SUITE C  
RIVERWOODS, IL 60015

(Reserved for Official Seal)

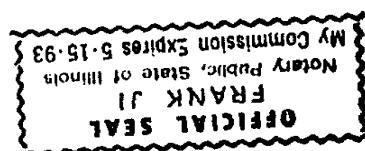
My Commission Expires

5-15-93

Name (Type or Printed) FRANK JI

Signature FRANK JI

Witness my hand and official seal.



free act and deed.

acknowledged the foregoing instrument to be

THE

personally appeared JIA SE LEE and EUN KYONG LEE his and  
day of January before me,

STATE OF ILLINOIS, Cook County ss:

WITNESS

WITNESS

IN SE LEE

EUN KYONG LEE

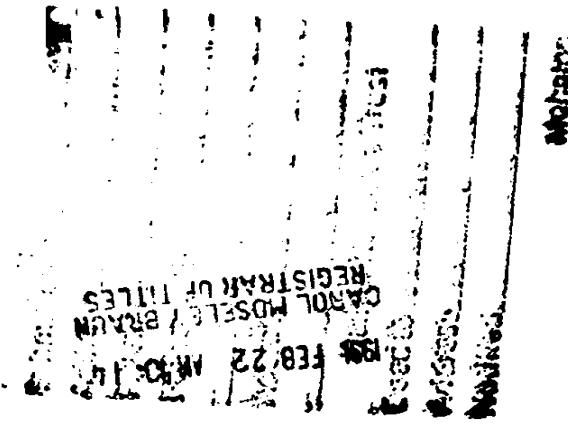
CD  
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Notary

Second Lake Cook Road  
2500 block  
Renewal by 60015