3232 W. PETERSON AVENUE

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CHICAGO, IL 60659

HOME ROUITY LINE MORTGAGE

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TI Se	is Mortgage Chang Kil	("Security Lee and	Instrument*) Jae Soon	is given Lee, his	on May 2 wife	:3	 The Hortgagor
Secur		t is given t	o Peterson Bar			on, and whose address	 -

Borrower owes Lender the maximum principal sum of Fifty Thousand and no/100\*\*\* \$ 50,000.00 \_), or the aggregate unpaid amount of all loans made by Londor pursuant to that certain Nome Equity Line Agreement and Disclosure ("Agreement") of even date herewith, whichever is less. This debt is evidenced by the Agreement executed by Sorrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments during the first five year period, with the full debt, if not paid earlier, payable con a second five (5) year term. The entire note comes due ten (10) years from the date hereof, and any outstanding privilipal, interest, or charges are due and payable. THE AGRESIEST PROVIDES THAT LOAKS HAY BE INCE FROM THE TO THE (BUT I'M NO EVENT LATER THAN THE END OF THE FIRST FIVE (5) YEAR PERIOD) NOT TO EXCEED THE ABOVE STATED MAXIMUM AMOUNT CUTSTAIDING AT ANY CHE TIME. All future loans will have the same priority as the original loan. This Security Instrument secure to Lender: (a) the repayment of the debt evidenced by the agreement, with interest, and all rememble, extensions and most (festions; (b) the payment of all other cums, with interest, advanced under paragraph 6 to protect the security of this defaity Instrument; and (c) the performance of Sorrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Sorrower does hereby mortgage, grant and convey to following described properly located in <u>Cook</u> county, Illinois:
Per legal description attached hereto and made a part hereof Lender the following described properly located in \_

Lot 8 and Lot 9 (except the West 16 feet thereof) in Block 1 in George F. Nixon's Howard Avenue Addition to Niles Center, a subdivision of the South East quarter of the South West quarter of the North East quarter of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Reel estate Permanent Index Number: 10-28-226-043

which _beethe	address of: Street 5027 W. Brummel	RD6A -	Village of Skokie : : ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! !
zip	("Property Address");	40	•

Together with all the improvements now or hereafter erected on the project, and all essements, rights, appurtenences, rents reveities, mineral, off and gas rights and profits, water rights and stack and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

and convey the Property and that the Property is unancumbered, except for encumbrance of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to Community Savings Bankdates 2/16/1988 recorded as document number 3734636T

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. <u>Persont of Principal and Interest.</u> Borrower shall promptly pay when due the principal of and interest. evidenced by the Agreement.
- 2. <u>Application of Payments.</u> All payments received by Lender shall be applied to the arrust fee, interest due, and then, to principal.
- 3. Character tiens. Someoner shall pay all taxes, assessments, charges, fines and impositions attributable to the prompts which you are not referred to the management, and less should promptly furnish to Lander all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lander receipts evidencing the payments.

Borrower shell promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a marrier acceptable to Lender; (b) contests in good faith the lien by, or defends against 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. Sorrower shall satisfy the lien or take one or more of the actions set forth within 10 days of the giving of notice.

Borrower(a) [Quetemor(a)] Initial Mines

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Insurance. Borrier that keep the improvements now disting a person erected on the Property Insured against loss by irr, hards included within the communication of and any other hazards for which independent requires insurance. This instrument shell be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shell be absent by Borrower subject to Lander's approval which shell not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, subject only to the rights of a prior mortgagee, if any. Lender shall have the right to held the policies and renewals. If Lender requires, Sorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Sorrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Jorrower.

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

If under paregram 8 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.

- 5. <u>Preservation and inframence of Property: Leaseholds.</u> Sorrower shell not destroy, damage or substentially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a Leasehold, Borrower shell comply with the provisions of the Lease, and if Borrower acquires fee title to the Property, the Leasehold and fee title shell not marge unless Lender agrees to the merger in writing.
- 6. <u>Protection of Lender's Rights is the Property.</u> If Sorrows fails to perform the covenants and agreements contained in this Security Instrument, contained in this Security Instrument, contained in the Property (such as a proceeding in bandrupt; y, probate, for condensation or to enforce laws or regulations), then Lender may do and pay for whatever is inspectary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a Lien which has priority over this Security Instrument, appearing in court, paying researchie stormays' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Layour does not have to do so.

Sorrower shall faithfully and fully comply with and abid by every term, coverant and condition of any prior mortgage or mortgages presently encumbering the Property. A default or dilinquency under any prior mortgage or mortgages shall sutamatically and immediately constitute a default under this example Instrument. Lender is expressly authorized at its option to advance all sums necessary to keep any prior mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Security Instrument. Sorrower agrees not to make any agreement with the holder of any prior mortgage that in any way shall modify, change, after or extend any of the terms or conditions of that prior mortgage mor shall Borrower request or accept any future advances under that prior mortgage, without the express written consent of Lenger.

Any amounts disbursed by Lender under this peragraph shall become additional daix of Sorrower secured by this Security Instrument. Unless Sorrower and Lander agree to other terms of payment, these are not shall beer interest from the date of disbursament at the Agreement rate and shall be payable, with interest, upon motion from Lander to Sorrower agreements.

requesting payment.

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Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall region Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

B. <u>Condemnation</u>. The proceeds of any eward of claim for demages, direct or consequential, in consequential in consequential, in consequential in 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 sinces paid to Scrower. In the event of a partial taking of the Property, unless Sorrower 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 fractions (a) the total amount of the sums secured immediately before the taking, divided by (b) the feir market value of the Property immediately before the taking, divided by (b) the feir market value of the Property immediately before the taking. Any belience shall be paid to Borrower.

Borrower(s) (Duetomer(s)) Initials Storing

If the Property is abandoned by Bernaus, or it, when rotten is because the property is abandoned by Bernaus, or it, when rotten is been the date the nettee is given, Lunder is sufferised to collect and apply the precess, at its option, sitner to restoration or repair of the Property or to the same accuracy by this Security Instrument, whether or not then due.

- Borrower Not Released: forbestance by Lander Not a Univer. Extension of the time for payment, or madification of amortization of the summ secured by this Security Instrument granted by Lender to any successor in interest of Sorrower, shall not operate to release the Liability of the original Sorrower or Sorrower's successors in interest. Lander shall not be required to commune proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the summ secured by this Security Instrument by reason of any demand made by the original Sorrower or Sorrower's successors in interest. Any forbearence by Lander in exercising any right or remedy shall not be a weiver of or preclude the exercise of any right or remedy.
- 10. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The coverance and agreements of this Security Instrument shall bind and benefit the successors, seeigns, helds, essectors and administrators of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and any other Borrower may agree to extend, modify, forbeer or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's congent.
- 11. Logn. Charges. If the toen secured by this Security Instrument is subject to a law which sets maximum toen charges, and that law in finally interpreted so that the interest or other toen charges collected or to be collected in connection with the law cuceed the permitted limits, then: (a) any such toen charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be rejuded to Borrower. Lender may choose to make this refund by reducing the principal used under the Agreement 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 Agreement.
- 12. <u>Logislation Affecting Lender's Rights</u> If enectment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option Lender shall take the steps specified in the second paragraph of paragraph 16.
- 13. <u>Hotices</u>. Any notice to Sorrower provided for if this Security Instrument shall be given by delivering it or by smalling it by first class smil unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Sorrower designet is by notice to Lander. Any notice to Lender shall be given by first class smil to Lender's address stated herein (Pttuntion) Loss Department) or any other address Lender designates by notice to Sorrower. Any notice provided for in this Socurity Instrument shall be desired to have been given to Sorrower or Lender when given as provided in this paragraph.
- 14. <u>Sovernine Law: Severability.</u> This Security Instrument shell be givened by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not effect other previousme of this Security Instrument or the Agreement which som be given effect without the conflicting provisions. To this end the provisions of this fecurity Instrument and the Agreement are declared to be severable.
- 15. <u>Sorrower's Copy.</u> Each Sorrower shall be given one conform copy of the arresent and of this Security Instrument.
- 16. <u>Transfer of the Property: Due on Sale.</u> If all or any part of the Property or any intract in it is said or transferred without Lander's prior written consent, Lander say, at its option, require issuediate payant in full of all same secured by this Security Instrument. However, this option shall not be exercised by Lander is prohibited by federal law as of the date of this Security Instrument.
- If Lander exercises this aption, Lander shell give Sorrower notice of acceleration. The notice shell give a paried of not less than 30 days from the date the notice is delivered or mailed within which Sorrower must by all sums secured by this Security Instrument.

  If Sorrower fails to pay these sums prior to the superation of this period, Lander may invoke any remedies permitted by this Security Instrument without further nation or Grando on Surrower.

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Serrour(s) (Dustaur(s)) Initials

17. Borrower's Right to Rejectate. If Sommer mote contain conditions, horrower shell have the right to have enforcement of this Security Instituted dispositions are the Sommer () pays under all union this security Instituted. Those conditions are the Sommer () pays under all union this security Instituted and the Agreement had no acceleration occurred; (b) cures any default of any other coverants of agreements; (c) pays all expenses incurred in enforcing this security Instrument, including, but not limited to, researable attorneys' fees; (d) takes such action as London may researably require to assume that the lien of this Security Instrument, London's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shell continue unchanged; and (e) not use this provisions more than once. Upon refinatetement by Sorrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shell not apply in the case of acceleration under paragraphs 12 or 16.

ADDITIONAL COVENANTS. Sorrower and Lender further coverant and agree as follows:

- 18. ACCELERATION: REMEDIES. LENDER SHALL GIVE NOTICE TO SORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S OFFILET UNDER THE "TERMINATION AND/OR ACCELERATION" PARAGRAPH OF THE AGREEMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPH 15 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE OFFILET; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE MOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT NUST BE CURED; AND (D) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE MOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, PORECLOSUME BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL PURITHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSUME PROCEEDING THE MOMENTSTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSUME. IF I'VE DEFAULT IS NOT CURED, ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE INSEDIATE ANY AMENT IN PULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE 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 LEGAL PROCEEDING PROVIDED THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FREE AND COST OF TITLE EVIDENCE.
- 19. Landar in Possession: /pur acceleration under paragraph 18 or abandoment of the Property and et any time prior to the expiration of any perior of redemption following judicial sale, Lendar (in person, by agent or by judicially appointed receiver) shell as a fitted to enter upon, take possession of and manage the Property and to collect the rents of the Property including those just due. Any rents collected by Lendar or the receiver shall be applied first to payment of the costs of manage of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's 'are's and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 20. <u>Release.</u> Upon payment of all sums sound by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
- 21. <u>Valver of Homestead</u>, Borrower walves all right of times sed exception in the Property.
- 22. <u>Riders to this Security Instrument.</u> If one or more iders are executed by Sorrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall example and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covernment are this Security Instrument and in any ridge(\$) associated by \$67:500; and recorded with it.

Chang Kil Lee	<del></del>	77	Borrower
Jan- Soon Lee			
ae Soon Lee			Borrower
TE OF ILLINOIS, COOK	County ea:		
the undersigned	on and Tag Scon Leg	a Notary Public in and for a	eld councy and state do hereby
e(a) are Chang All D	ee and Jae Soon Lee		
fore as this day in person,	and primariladed that	they	foregoing instruct, appeared
		for the uses and purposes ther	
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