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PREPARED BY:
MARY WALLACE

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NOTE IDENTIFIED
RECORD AND RETURN TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION
P.O. BOX 33213
CHARLOTTE, NORTH CAROLINA 28233

4005930

(Space Above This Line For Recording Data)

RECEIVED BY: **MARY WALLACE** DATE: **OCTOBER 24, 1991**
215747

MORTGAGE

Property of Cook County Clerk
THIS MORTGAGE ("Security Instrument") is given on OCTOBER 24, 1991. The mortgagor is
MIN WOO LEE, and whose address is **5032 PARKWAY PLAZA BOULEVARD #3**, CHARLOTTE, NORTH CAROLINA 28217, and whose
AND SIN-JA LEE, HUSBAND AND WIFE

for the sum of **SIXTY TWO THOUSAND FIVE HUNDRED**

AND 00/100 Dollars (U.S. \$ **62,500.00**). The mortgagor is
the property owner of the above described property, and whose title is held in fee simple
absolute, subject only to the rights of the Lender under this Security Instrument, and whose
title is held in fee simple absolute, subject only to the rights of the Lender under this Security Instrument, and whose

BARCLAYSAMERICAN/MORTGAGE CORPORATION ("Borrower"). This Security Instrument is given to

BARCLAYSAMERICAN/MORTGAGE CORPORATION ("Lender"), Borrower owes Lender the principal sum of
SIXTY TWO THOUSAND FIVE HUNDRED
AND 00/100 Dollars (U.S. \$ **62,500.00**).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on **NOVEMBER 1, 2021**.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (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 Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in **COOK**, Illinois:

**PARCEL 1: UNIT 7-206 IN REGENCY CONDOMINIUM NUMBER 1, AS DELINEATED
ON THE SURVEY OF PART OF THE WEST 30 ACRES OF THE SOUTH WEST 1/4 OF THE
SEE ATTACHED RIDER FOR LEGAL DESCRIPTION**

This instrument contains a copy of the Survey of Part of the West 30 Acres of the South West 1/4 of the property described in Paragraph 1 of this instrument, which Survey is attached hereto and made a part hereof by reference. The Survey is dated October 24, 1991, and was prepared by **STANLEY H. KLEIN & ASSOCIATES**, Surveyors, Inc., of Chicago, Illinois. The Survey shows the boundaries of the property described in Paragraph 1 of this instrument, and the location of the improvements thereon, including the location of the building(s) and the dimensions of the lots and parcels. The Survey also shows the location of the roads and the boundaries of the adjacent properties.

The property described in Paragraph 1 of this instrument is located in the City of Glenview, Illinois, and is described as follows: **10369 DEARLOVE, UNIT 2F, GLENVIEW, IL 60025**. The property is described as follows: **10369 DEARLOVE, UNIT 2F, GLENVIEW, IL 60025**.

This instrument contains a copy of the Survey of Part of the West 30 Acres of the South West 1/4 of the property described in Paragraph 1 of this instrument, which Survey is attached hereto and made a part hereof by reference. The Survey is dated October 24, 1991, and was prepared by **STANLEY H. KLEIN & ASSOCIATES**, Surveyors, Inc., of Chicago, Illinois. The Survey shows the boundaries of the property described in Paragraph 1 of this instrument, and the location of the improvements thereon, including the location of the building(s) and the dimensions of the lots and parcels. The Survey also shows the location of the roads and the boundaries of the adjacent properties.

ILLINOIS-SINGLE FAMILY-FIXED RATE MORTGAGE UNIFORM INSTRUMENT

Form 1000 Series - 1000 Series of instruments. **1000 Series of instruments.** **1000 Series of instruments.** **1000 Series of instruments.**

DPS 1000
Form 3010 Series - 3010 Series of instruments. **3010 Series of instruments.** **3010 Series of instruments.** **3010 Series of instruments.**

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Form 3010 Series - 3010 Series of instruments. **3010 Series of instruments.** **3010 Series of instruments.** **3010 Series of instruments.**

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all structures, appurtenances, and 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".
BORROWER COVENANTS that Borrower is lawfully owner of the above property covered 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 severally the title to the Property against all claimants and successors, subject to any encumbrances of record.

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RIDER - LEGAL DESCRIPTION

PARCEL 1: UNIT 7-206 IN REGENCY CONDOMINIUM NUMBER 1, AS DELINEATED ON THE SURVEY OF PART OF THE WEST 30 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDOMINIUM REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER LR3112447, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION REGISTERED AS DOCUMENT NUMBER LR3112442, AS AMENDED FROM TIME TO TIME, AND AS CREATED BY DEED FROM NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 21, 1969 AND KNOWN AS TRUST NUMBER 4600 TO JOHN E. ROBERTS REGISTERED AS DOCUMENT NUMBER LR3211935 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24TH day of OCTOBER , 1991 , 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 BARCLAYSAMERICAN/MORTGAGE CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 10369 DEARLOVE, UNIT 2F, GLENVIEW, ILLINOIS 60025
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: **REGENCY CONDOMINIUM OF GLENVIEW**
(Name of Condominium Project)

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

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

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium instalments 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 hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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 Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(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 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Signature)
Borrower

Min-woo Lee
MIN WOO LEE
(Signature)
Borrower

(Signature)
Borrower

Sin-ja Lee
SIN-JA LEE
(Signature)
Borrower

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is taken and by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 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.

11. 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 amortization 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 exercise of any right or remedy.

12. Successors and Assigns Bound; 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 this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees 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.

13. 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 so that 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make 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.

14. Notices. Any notice to 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.

15. 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 Instrument or 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.

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Form 304 S.W.O.
DPS 1003

23. Waiver of Formalities. Borrower waives all right of action and non-jurisdiction in the Property.

Without notice to Borrower, Lender shall pay any acceleration costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. Indulgence; but does not limit to, reasonable indulgence, fees and costs of due diligence.

Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by sale of all sums or before the date specified in the note, Lender, at his option, may require immediate payment in full of all sums non-expenses of a default or any other deficiency of Borrower to reasonably after acceleration of the property. The note shall further indicate to the right to retain title to the note to recover any deficiency left over in the foreclosure proceedings by this Security Instrument, recording by judicial proceeding and sale of the property. The note shall further indicate to cure the default or before the date specified in the note may result in acceleration of the sums indicated by law provided otherwise). The note shall specify: (a) the defaulter (b) the action required to cure the default (c) a date, not less than 30 days from the date the note is given to Borrower, by which the defaulter must be cured; and (d) any provision of agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise).

21. Acceleration of Agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any provision of agreement in this Security Instrument of acceleration and curing Borrower's breach

NON-UNIFORM COVENANTS. Borrower and Lender agree and agree as follows:

relative to health, safety or environmental protection.

Paragraph 20. Environmental Law, means federal laws and laws of this jurisdiction where the property is located and includes and hazardous substances; gasoline, asbestos, asbestos, oil, oil shale or toxic pollutants, toxic

Environmental Law and the following subsections: (a) any provision of this Security Instrument or regulation of environmental law which Borrower has actual knowledge of prevailing at the time of the note or any government of regulations of environmental law

(b) any provision of this paragraph 20, (hereinafter Subparagraph 20), that does subsequently defined in terms of regulations by any agency of any state or local government or private party developing the law, or any provision of environmental law

(c) any provision of this paragraph 20, (hereinafter Subparagraph 20), that does subsequently defined in terms of regulations by any agency of any state or local government or private party developing the law, or any provision of environmental law

As used in this paragraph 20, "Environmental Law" means rules, orders, regulations, standards or codes of behavior established by

any provision of this paragraph 20, (hereinafter Subparagraph 20), that does subsequently defined in terms of regulations by any agency of any state or local government or private party developing the law, or any provision of environmental law

Borrower shall promptly give Lender written notice of any violation of environmental law

and immediately cease in accordance with environmental law.

any provision of this paragraph 20, (hereinafter Subparagraph 20), that does subsequently defined in terms of regulations by any agency of any state or local government or private party developing the law, or any provision of environmental law

Paragraph 20, (hereinafter Subparagraph 20), that does subsequently defined in terms of regulations by any agency of any state or local government or private party developing the law, or any provision of environmental law

Information required by applicable law.

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24. 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.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, 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.

Witness

Min Woo Lee
MIN WOO LEE

(Seal)
Borrower

Witness

Sin-Ja Lee
SIN-JA LEE

(Seal)
Borrower

4005930
4005930

1991 OCT 25 12:52
CAROL MUSSEY
REGISTRATION OFFICES

Submitted by	Address	City/Town/Village	State	Zip	Telephone Number	Notified	Address	City/Town/Village	State	Zip	Telephone Number
Andrew Walter Sohn Notary Public in and for said county and state do hereby certify that MIN WOO LEE AND SIN-JA LEE, HUSBAND AND WIFE	4005930	CHICAGO, ILLINOIS	ILLINOIS	60630	312/443-1222		4005930	CHICAGO, ILLINOIS	ILLINOIS	60630	312/443-1222

(Seal)
Borrower
CHICAGO, ILLINOIS
G.R.

STATE OF ILLINOIS, COOK

County of:

I, Andrew Walter Sohn
county and state do hereby certify that
MIN WOO LEE AND SIN-JA LEE, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of October, 1991

My Commission Expires: 11/6/93

Notary Public

"OFFICIAL SEAL"
Andrew Walter Sohn
Notary Public State of Illinois
My Commission Expires 11/6/93