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Illinois Anti-Predatory Lending Database Program

Certificate of Compliance



Doc#: 1032655074 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 11/22/2010 11:50 AM Pg: 1 of 12

Report Mortgage Fraud 800-532-8783

The property identified as:

PIN: 04-09-100-064-0000

Address:

Street:

2764 SHANNON RD

Street line 2:

City: NORTHBROOK

ZIP Code: 60062

Lender: Interbank Mortgage Company

Borrower: David Chang

Loan / Mortgage Amount: \$400,000.00

LOT COUNTY CIEPTS Pursuant to 765 ILCS 77/70 et seq., this Certificate authorizes the County Recorder of Deeds to record a residential mortgage secured by this property and, if applicable, a simultaneously dated HELOC.

Certificate number: 4F5B4D9F-F330-4C0F-8653-EAC1AC8B5CDE

Execution date: 11/05/2010

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After Recording, Refurn To:
INTERBANK INTERF COMPANY 3200 DOOLITTLE FR. NORTHBROOK, IL 600/2 (847) 239-7272

This Instrument Prepared By: WAYNE MCCURTY INTERBANK MORTGAGE COMPANY 3200 DOOLITTLE DR. NORTHBROOK, IL 60062 (847) 239-7272

MOPTCAGE

Loan #: 88133823 PIN: 04-09-100-064-0000 MIN: 100511600000424017

DEFINITION'S

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated NOVEMBER 5, 2010 to the with all Riders to this document.
- (B) "Borrower" is DAVID CHANG, A MARRIED MAN. Borrower is the mortgagor under this Securit's Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting olely a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. TER's is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48 01 026, tel. (888) 679-MERS.
- (D) "Lender" is INTERBANK MORTGAGE COMPANY. Lender is a CORPORATION organized and existing under the law. of ILLINOIS. Lender's address is 3200 DOOLITTLE DR., NORTHBROOK, IL 60062.
- (E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 5, 2010. The Note states that Borrower owes Lender FOUR HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$400,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2040.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider
☐ Balloon Rider

☐ Condominium Rider ☐ Planned Unit Development Rider

Second Home Rider

☐ 1-4 Family Rider

Other(s) [specify]

☐ Biweekly Payment Rider

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- (I) "Apple able Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and refer (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Boxov or or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Furus" ransfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a funcial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated telle important transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those item, that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or my part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the variation of the Property.
- (N) "Mortgage Insurance" means insurance protecting Levila, gainst the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. ss 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from in to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Listmannt, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loa" circle if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extens ons and modifications of the Note; and (ii) 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 MERS (solely as nominee for Lender and Lender's Diccessors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of COC X:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 2764 SHANNON RD, NORTHBROOK, IL 60062 (herein "Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the

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Note (rth's Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note " d t is Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) ceruf. d heck, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are its ared by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are defined received by Lender when received at the location designated in the Note or at such other location as may be designated by Louier in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partal payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Lan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is police as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds antil Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall cit er a ply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balanc, under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future again. Fer Jer shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as o herwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order (f priority: (a) interest due under the Note; (b) principal due under the Note: (c) amounts due under Section 3. Such payments shall be appl ed to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, we and to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Perio's Cayment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment a dtle late charge. If more than one Periodic Payment is outstanding. Lender may apply any payment received from Borrower to the payment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges a te. Vol intary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to princip? due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and asses ments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold pound with the property over the security Instrument as a lien or encumbrance on the Property; (b) leasehold pound in the property over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold pound in the property over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold pound in the property over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold pound in the property over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold pound in the Property over the property ove rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and () Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage in _______ premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time Juring the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escroyed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all netices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrov er obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays

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Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Apr licable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on ur runds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, will out charge, an annual accounting of the Funds as required by RESPA.

If there is a sur us of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with PESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more han 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as equired by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all user, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security many ment, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien n a name acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or definds against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien an agreer and satisfactory to Lender subordinating the lien to proceedings are concluded; or (c) secures from the holder of the lien an agreer and 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax 'errific' ion and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or healthe are ted on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazard including, but not limited to, carthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the precell gentlement of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject "Including during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject "Including the disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower 1 pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services, i.e., the agent time charge for flood zone determination and certification services and subsequent charges each time remappings or samilar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payr of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall

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have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for merepairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is node in writing or Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrow a any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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, who there are not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle ne claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 a otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the about surpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refuse of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts a spaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use an Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees a writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; In actions. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whe ther or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from ceteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not commically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for a pairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the regards and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of the pair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable c use, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, mis cading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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Lth. Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surre der 'ne leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fe, tie' shall not merge unless Lender agrees to the merger in writing.

10. Mortgag : Ir surance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available nom the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated pa, m.n., toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage In trance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were que y hen the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimatel, pod in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an i surer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower w s required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premium's required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement to the mage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at are rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance

Mortgage insurers evaluate their total risk on all such insurance in force from to time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements a outerms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have vailable (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be class terized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insu er's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange it. a chare of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insu. 2 .ce, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be 2pplied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to

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the sur is so circed by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

F. the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately be are the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Institution of immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sim secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be 1 aid to Corrower.

In the event of a partial trixing, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this fecu ity Instrument whether or not the sums are then due.

If the Property is abandoned by Borrow 1, o if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a serim 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrur ent, \ hether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairme a content in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration in a occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lend r's adoment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under the Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be

All Miscellaneous Proceeds that are not applied to restoration or repair of the r' pe ty shall be applied in the order provided for in Section 2

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the fire, for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time to payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand m de by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remed including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borr wer or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the cosigner'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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

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the pri cip' lowed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as par ial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower succeptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower $n_1g^{1/2}$ have arising out of such overcharge.

15. Notices. An notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borroy ers and a substitute notice address procedures otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender, specified procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any place to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender by a given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Coi struction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. As no this and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. No he able Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construct as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine general mean and include corresponding neuter words or words of the feminine general, (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may requite immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Ler or if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a per of oil not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all subsecured 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the carliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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 as if no acceleration had 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity: or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together

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with it's Scurity Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity ("no 'n as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and perform only. The changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given intennation of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the eafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchase.

Neither Borrower nor Lender r ay commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any outy owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice giver in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period of 16 it the giving of such notice to take corrective action. If Applicable Law provides a time period which must clapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and or pertunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21. (a) Fazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental I aw and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbiolds, olatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means faceral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) Friving leanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) and "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cle nup.

Borrower shall not cause or permit the presence, use, disposal, storage, or the se of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, at allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates a Pavir nmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adv. thy affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses a d to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsui or of eraction by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Ervir amental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any pilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by my governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Learney.

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

22. 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 Section 18 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 non-existence 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 Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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Borrover's sall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is pand to a bird party for services rendered and the charging of the fee is permitted under Applicable Law.

24. we of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the "bur's homestead exemption laws.

25. Placemer, of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance required by the Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the order purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the order purchase any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more that the cost of insurance Dorrower may be able to obtain on his own.

To the wer may be able to obtain on his own.	
BY SIGNING BELOW, Borrower accepts at d agrees to the terms and covenants contained in this Security In	ofminant
and in any Rider executed by Bofrower and recorded with	su umem
- BOXROVER F DAVID CHANG - DATE -	
1/5/10/1	
SUSAN CHANG - DATE -	
STATE OF THINGS	
COUNTY OF COOK	
1. A Notary Public in and for said county and state do hereby c rufy that	
Legans to make health	rsonally
person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act, or and purposes therein set forth.	
Given under my hand and official seal, this day of _ \lambda \cdot \\ \dot \cdot \cdo	6
Notary Public	

My Commission Expires:



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LOT 12 IN BLOCK 114 IN WHITE PLAINES UNIT NO. 6, BEING A SUBDIVISION IN SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 04-09-100-064-0000

Property Commonly Known As:

2764 SHANNON RCAD NORTHBROOK, IL 60(62)

(JCF007349.PFD/JCF007349/9)