

# UNOFFICIAL COPY

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## MORTGAGE Loan Number 1413575

THIS MORTGAGE ("Security Instrument") is given on September 24, 1986. The mortgagor is Liyu Man Kwan Yu and Koon Ying Yu, her husband ("Borrower"). This Security Instrument is given to ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of The United States of America, and whose address is 100 Addison Street, Elmhurst, Illinois 60126 ("Lender"). Borrower owes Lender the principal sum of Forty-thousand-and-no/100 Dollars (U.S. \$ 40,000.00). 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 October 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of 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 County, Illinois:

Parcel 1:

Unit No. 337-A in Oriental Terraces Condominium No. 337 as delineated on a survey of the following described real estate: Lot 19 in Allen C. L. Lee's Subdivision being a Resubdivision in the West 1/2 of the Northeast 1/4 of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian according to the plat thereof; which survey is attached as Exhibit "B" to the Declaration of Condominium recorded on November 25, 1985, as Document 85296676; together with its undivided percentage interest in the common elements.

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1 as established and set forth in the Declaration of Party Wall Rights, Covenants, Restrictions, Conditions and Easements and By-Laws of Oriental Terraces Homeowner's Association recorded April 10, 1985 as Document 27506504 and amended by amendment recorded October 23, 1985 as Document 85250027 for vehicular and pedestrian ingress and egress in, over, upon and to the common area (as defined in the aforesaid Declaration).

Rin. 17.28-212-001 (+ other Reopeners)

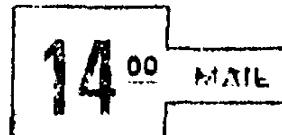
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which has the address of 337 A West 23rd Street, Chicago,  
(Street) (City)  
Illinois 60616, ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock 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."

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.



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This instrument was My Commissioner Entitled "NOTARY PUBLIC IN THE STATE OF ILLINOIS", SECRETARIAL SERVICES & LOAN ASSOC Notary Public, State of Illinois Chair A. Morris Official Seal	To Date of Issue 19. 22.
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Witness my hand and official seal this ..... day of ..... 24th  
(the date, day)

They ..... executed said instrument for the purposes and uses herein set forth.  
(this, here, there)

I, Ivy Man Kwan Yu, and Kooin Ytng Yu, heretinaud, before and voluntarily act and deed and that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be ..... the fact, free and voluntary act and deed and that  
I, Ivy Man Kwan Yu, and Kooin Ytng Yu, heretinaud, personally appeared  
a Notary Public in said county and state, do hereby certify that  
*Attest A. Naylor*

COUNTRY OF ..... C. O. L. ..... }  
STATE OF ..... ILLINOIS ..... }

(Space Below This Line For Acknowledgments)

Koon Ytng Yu ..... Borrower  
(Seal)  
Ivy Man Kwan Yu ..... Borrower  
(Seal)  
*Attest A. Naylor*

Instrument and in any rider(s) executed by Borrower and recorded with it.  
By SIGNING BELOW, Borrower accepts to the terms and covinants contained in this Security

Instrument, the Co-tenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
23. Rider(s) to this Security Instrument, If one or more riders are executed by Borrower and recorded together with  
supplement the Co-tenants and agreements of each such rider shall be incorporated into and shall amend and  
applicable to this Security Instrument. Any rider shall be deemed to be a part of this Security  
22. Waiver of Homeestead, Borrower waives all rights of homestead excepted excepted in the Property.  
Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
Instrument to those parties and reasonable attorney fees, and then to the sums secured by this Security  
Instrument. The property included to enter upon, take possession of and manage the Property and to pay rent of the  
apportioned received prior to the date specified in the notice may require the receiver to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicably  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Interest without further demand and may foreclose this Security Instrument by judicial proceeding,  
the costs of management of the property past due. Any rents collected by the receiver shall be applied first to payment of the  
receivers' bonds and reasonable attorney fees, and then to the sums secured by this Security  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower and Lender further covinants and agree as follows:  
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's  
unless applicable law provides otherwise). The notice shall specify: (a) the date of 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 Interest by judicial proceeding and sale of the Property. The notice shall further  
inform Borrower of the right to accelerate after acceleration and the right to assert in the foreclosure proceeding the non-  
recourse provision of the instrument, foreclose by judicial proceeding and sell of the Property. The notice shall further  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
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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;

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the 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. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

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**18. Borrower's Right to Remisstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of application for reforeclosure before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which would be due under this Security Instrument and the Note had no acceleration declared; or (b) offers any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument attaches to, repossesses, or otherwise controls the property described in the Note.

of note less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Instrumental. The notice shall provide a period of acceleration of the notice if provided in the instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower. It is sold or any part of the Property or any interest in it is sold or transferred without the written consent of Lender, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this provision shall not be exercised by Lender if exercise is prohibited by law.

which can be given effect without the conflicting provision. To this end the provisions of this Schedule may supersede or render redundant those provisions.

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note. Note conflicts with applicable law, such conflict shall affect other provisions of this Security Instrument or the Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits, (b) any sums already collected from Borrower which exceed the permitted limits will be returned to Borrower, Lender may use to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. In either case to reduce principal outstanding the Note without any prepayment charge under the Note.

11. Successors and Assigns; Found; Joint and Several Liability; Co-signers. The covanants 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 of this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (c), is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument; (d) is co-signing this Security Instrument only to extend the terms of this Security Instrument; (e) agrees that Lender and any other Borrower may agree to extend the term of this Security Instrument; (f) is not personally obligated to pay modelly, forbear or make any accommodations with respect to the terms of this Security Instrument or the Note without that Borrower's consent.

by the original Bottower or his successors in interest. Any tortfeasor by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unles... Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Not Releas... Prepayment of Securit... Extension of the time for payment of interest or principal or any other part of the sum secured by this Security Instrument or the liability of the Borrower or any other person liable to pay the same, or any other right or privilege of the Lender, shall not be valid to release the liability of the original Borrower or Borrowers, successors in interest or any other person liable to pay the same, or any other right or privilege of the Lender, unless the Lender has been paid in full all amounts due to it under this Security Instrument, including all amounts due to it under any other instrument or agreement between the Lender and the Borrower or any other person liable to pay the same.

make an award or settle a claim for damages. Lender will respond to requests for information within 30 days after the date the notice is given.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Condemnor offers to period to Borrower, the fair market value of the Property immediately before the taking, Any balance shall be before the taking, divided by (b) the fair market value of the Proceeds multiplied by the amount of time during which the Condemnor offers to take the property.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the sums secured by this Security instrument shall be reduced by the amount of the loss suffered by the Lender otherwise in writing.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Complainant or any party of the other award or claim for damages, direct or consequential, in connection with any complaint or any part of the property, or for conveyance in lieu of compensation, are hereby assigned and shall be held to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement terminates in accordance with the terms and conditions of marking the loan secured by this instrument.

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## PLANNED UNIT DEVELOPMENT RIDER

Loan number 1413575

THIS PLANNED UNIT DEVELOPMENT RIDER is made this .....24th..... day of ....September....., 1986..., 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 .....ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
337 A West 23rd Street, Chicago, Illinois 60616  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in .....

(the "Declaration"). The Property is a part of a planned unit development known as .....Oriental Terrace.....  
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 or the common areas and facilities of the PUD, 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 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, 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 PUD 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 PUD Rider.

Ivy Man Kwan Yu .....(Seal)  
Ivy Man Kwan Yu .....(Borrower)

Koon Ying Yip .....(Seal)  
Koon Ying Yip .....(Borrower)

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