

# UNOFFICIAL COPY

This document is being re-recorded to correct the legal description.

DEPT-01 RECORDING  
T#2222 TRAN 0109 06/11/86 15:05:00  
\$1840 E 86-236979

86460500

86236979

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## MORTGAGE      Loan # 1410835

THIS MORTGAGE ("Security Instrument") is given on May 30,  
1986. The mortgagor is King Yee Ng and Wan Lan Mei Ng, His wife  
("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.  
Borrower owes Lender the principal sum of Twenty-five thousand and no/100-\$25,000.00. 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 June 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:

LAND TITLE CO. OF AMERICA, INC. LM L-32606-C5B (2 ALL)

which has the address of 331B W. 23rd Street  
(Street) Chicago (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 seized 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 prepared by: ELMHURST FEDERAL SAVINGS &amp; LOAN ASSOCIATION

THIS DOCUMENT WAS PREPARED BY:

60126

Nancy Puhle

(Seal)

My Commission Number: 1028-89

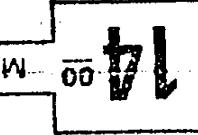
10

day of

30

Witness my hand and official seal this  
(he, she, they)

The..... executed said instrument for the purposes and uses herein set forth.

I, King Yee Ng and Wan Lan Mei Ng, His Wife, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, personally appeared  
have executed same, and acknowledged said instrument to be Theirs, free and voluntarily act and deed 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,  
King Yee Ng and Wan Lan Mei Ng, His Wife, do hereby certify that  


STATE OF

COUNTRY OR

{ SS: }

D.C.

DEPT-Q1 RECORDINGS 314-72 10/07/86 10:10:00  
T#11111 TRAIN Q170 #0836 # C \* -86-460500  
COOK COUNTY RECORDER

88-460500

- BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
- Instrument waives all right of homestead except as provided in the Property.
- Adjustable Rate Rider     Condominium Rider     24 Family Rider     Graduate Payment Rider     Planned Unit Development Rider     Other(s) [Specify] \_\_\_\_\_
- This Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, if one or more riders are executed by Borrower and recorded together with it. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with it, shall not affect the rights of the Borrower under the instrument.
- Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument, unless and reasonable attorney fees, and costs of collection or rent to take sums received by this Security instrument, less expenses of management of the Property and collection by Lender or his receiver shall be applied first to payment of the Property tax and then to the principal balance due.
22. Waiver of Homestead. Borrower waives all right of homestead except as provided in the Property.
- Instrument of any period of redemption following judicial sale, Lender (in Person, by Agent or by Judge) may appointee, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, but not limited to, reasonable attorney fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and if no timely payment is made, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, but not limited to, reasonable attorney fees and costs of title evidence.
- This Security instrument without demand and notice, Lender may foreclose this Security instrument by judicial proceeding before the date specified in the notice, Lender to accelerate and foreclose, if the default is not cured on or before the date specified in the notice, Lender may foreclose immediately, if the default is not cured on or before the date specified in the notice, Lender to accelerate and foreclose if the date specified in the notice may result in acceleration of the Property. The notice shall notify Informant Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding by this Security instrument, foreclosure by judicial proceeding and before the date specified in the notice may result in acceleration of the Property, if the notice does not provide for acceleration of the Property.
- and (d) that failure to cure the defect in the notice to give notice to Borrower, to whom the defect must be cured, and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the defect must be cured.
- unless applicable law provides otherwise, The notice shall specify: (a) the date or before which the notice may result in acceleration under paragraphs 13 and 17.
- breach of any covenant in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
- NON-UNIFORM COV-NANTS, Borrower and Lender further covenant and agree as follows:
- 86236979

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## UNIFORM COVENANT

Borrower and Lender consent and agree in writing:

**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 required 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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**UNOFFICIAL COPY**  
**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of May, 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:  
3313 W. 23rd Street, Chicago, IL 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  
[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 Covenants.** 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.

*King Yee Ng* .....  
King Yee Ng .....  
(Seal)  
Borrower

*Wan Lan Mei Ng* .....  
Wan Lan Mei Ng .....  
(Seal)  
Borrower

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# UNOFFICIAL COPY

PIN: 17-28-212-001-0000

-86-236979

Parcel 1:

Unit No. 331-B in Oriental Terraces Condominium No. 331 as delineated on a survey of the following described real estate: Lot 16 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 December 16, 1985, as Document 85325438; 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 for vehicular and pedestrian ingress and egress in, over, upon and to the common area (as defined in the aforesaid Declaration).

86460500

SEARCHED.....

PIN: 17-28-212-001-0000

Parcel 1:

Unit No. 331-B in Oriental Terraces Condominium No. 331 as delineated on a survey of the following described real estate: Lot 16 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 December 24, 1985 as Document 85336760; 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 for vehicular and pedestrian ingress and egress in, over, upon and to the common area (as defined in the aforesaid Declaration).

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