

UNOFFICIAL COPY 86333663

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 2,
1986. The mortgagor is Hui-Hsien Bert Yen and Su-Mei Yen, Husband and Wife
("Borrower"). This Security Instrument is given to FIRST STATE
BANK OF MAPLE PARK, which is organized and existing
under the laws of Illinois, and whose address is 107 Main Street,
Maple Park, Illinois ("Lender").
Borrower owes Lender the principal sum of Fifteen Thousand and no/100-----
Dollars (U.S. \$ 15,000.00). 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 30, 1989. 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:

Lot 72 in Main Street and Crawford Avenue "L" Extension Subdivision,
a Subdivision of Lot 1 in Superior Court Partition of the West 1/2 of
the South West 1/4 and the East 1/2 of the South West 1/4 of Section 23,
and the East 1/2 of the South East 1/4 of Section 22, Township 41 North,
Range 13 lying east of the 3rd principal meridian in Cook County, Illinois.

10-23-301-022

(Signature)

CHICAGO, ILLINOIS
ZIP CODE

1986 AUG -5 AM 10:55

86333663

13 00

which has the address of 8301 N. Harding, Skokie
(Street)
Illinois 60076
(City)
(Zip Code) ("Property Address");

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.

86333663

UNOFFICIAL COPY

86333663

BOX 888-AV

P.O. Box 218
Maple Park, IL 60151
Fleete State Bank of Maple Park
Return to:

Maple Park, Illinois 60151
Route M, Luchatala, Fleete State Bank of Maple Park
This instrument ent prepared by

(Space below this line reserved for Lender and Recorder)

Dawn L. Johnson
Notary Public

My Commission expires: 12-16-89

Given under my hand and affixed seal this 2nd day of July 1986

set forth

signed and delivered the said instrument to the Lender free and voluntary act, for the uses and purposes hereinabove set forth to the foregoing instrument, appeared before me this day in person and acknowledged that they personally known to me to be the minor persons(s) whose name(s) are do hereby certify that Ruth-Jessie, Bert, Ven, and Su-Mei, Yon, Husband and wife do hereby execute this Note Public in and for said county and state.

I, the undersigned

STATE OF ILLINOIS

DeKalb

(County ss.)

—Borrower
Signature

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
 [Other(s) (Specify)]
 Grandfathered Payment Rider
 Conditional Rider
 2-4 Family Rider
 Adjustable Rate Rider
 Escalable base(s)
Instrument the covered and agreements of this Security Instrument as if the rider(s) were a part of this Security
this Security instrument, if one or more rider are executed by Borrower and recorded together with
23. Rider is this Security instrument, if one or more rider are executed by Borrower and recorded together with
the property including those paid due, any rents collected by Lender or the receiver shall be applied first to payment of the rents of
appromised receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of
prior to the expiration of redemption following judicial sale, Lender (in person, by agent or by judicially
22. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.
Instrument without charge to Borrower, Borrower shall pay any recordation costs.
21. Release, Upon payment of all sums secured by this Security instrument, Lender shall release this Security
receivers, bonds and escrowable attorney fees, and then to the sum secured by this Security instrument, premium on
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premium on
the property including those paid due, any rents collected by Lender or the receiver shall be applied first to payment of the rents of
appromised receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of
prior to the expiration of redemption following judicial sale, Lender (in person, by agent or by judicially
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 instrument without further demand and may foreclose this Security instrument by judicial proceeding,
before the date specified in the notice, Lender or its option may require immediate payment in full of all sums secured by
lender Borrower of the right to terminate acceleration and the right to accelerate, if the default is not cured on or
and (d) that failure to cure the notice specified in the notice by judicial proceeding and sale of the property, The notice shall remain
secured by this Security instrument, foreclose by judicial proceeding and sale of the notice may result in acceleration of the sums
and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not later to receive a payment which is not 17
19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's
failure to perform any of the covenants and agreements contained in this instrument.

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Below; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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.

18. Borrower's Right to Reinstate. 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 law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 had no acceleration 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 13 or 17.

86333663

UNOFFICIAL COPY

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.

Under such circumstances, appearance in court, paying reasonable attorney fees and entering on the Property to make repairs. Although I understand my take action under this paragraph 7, Landlord does not have to do so.

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may substantially affect the Property. Lender's actions may include evicting any sums encumbered by a lien which has priority over this Security Instrument, than Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights (Regulations), than 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 evicting any sums encumbered by a lien which has priority over this Security

See title which shall not merge unless Landlord agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leases. Borrower shall not destroy, damage or abscond any personal property which the lessor or lessee, and if Borrower makes less than 10% of the Payment, the lessor and

Charters teacher and now works monthly payments referred to in Paragraphs 1 and 2 of the change policies and exceeds requirements of the payments. If under paragraph 19 the property is required by Lender, Borrower's right to any insurance policies and exceed requirements of the payments. If from paragraph 19 the property is required by Lender, Borrower's right to any insurance policies and exceeds requirements of the payments. If

The procedure of to settle a claim, when tender may consist three main phases proceed as follows: tenderer may use the procedure to report when tenderer may incur security instrument, whether or not then due. The to day period will begin when the notice is given.

Unless a Lender and Borrower otherwise agree in writing, insurance proceeds will be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security interest is not lessened. If the restoration or repair is not economically feasible or repairable by Lender or not then due, with any excess paid to Borrower, it will be applied to the sum secured by this Security Instrument, whether or not the same would be lessened, if the insurance proceeds shall be applied to the sum secured by this Security Instrument, whether or not the same would be lessened, if the insurance proceeds paid to Lender's security interest would be lessened, the insurance proceeds shall be applied to the property abandoned by the Borrower, or does not answer within 30 days a notice from Lender that the insurance carrier has

Lender shall have the right to hold the policies and renewals until payment in full is received by Lender and the premium and renewal amounts are deposited in the account of Lender.

which the lien by, or defends a claim or defense to 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 to subordinate the lien to this Security Instrument.

receipts evidencing the payments.

4. Charges: Leses, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leave hold payments in hands of ground rents, if any, Borrower shall pay the obligation in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay the same in time directly to the person owed payment. Borrower shall promptly furnish to Lender a copy of any instrument or document which creates or purports to create any lien or charge upon the property, and leave hold payers shall furnish to Lender a copy of any instrument or document which creates or purports to create any lien or charge upon the property.

application as a certificate of payment the sums received by this Security Lender under paragraph 1 and 2 shall be liable to pay under paragraph 2 (fourth), to meet the charges due under the Note; second, to pay any amounts received by Lender under the Note third, to move the property under paragraph 2 (fourth), to meet the Note; and fourth, to pay principal due.

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 of more payments as required by this Security Instrument.

purposes for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by such Security Instrument.

To Lender on the due 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 accrue and accumulate prior to or over this Security Instrument; (b) yearly maintenance or repair expenses on the Premises; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, in all. These items are called "Security Items". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future security items.

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