

# UNOFFICIAL COPY

86382332  
S 11/24/36 fm 10/83

86382332

DEPT-01 RECORDING \$13.00  
T#2222 TRAN 0405 08/28/86 15:15:00  
#SUSO # 86-382332  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 18TH  
19. 86..... The mortgagor is KWAN C. LEUNG and KWAI H. LEUNG, HIS WIFE.....

..... ("Borrower"). This Security Instrument is given to CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 7222 WEST CERMAK ROAD, NORTH RIVERSIDE, IL 60546 ("Lender").

Borrower owes Lender the principal sum of \*\*\*THIRTY THOUSAND AND 00/100\*\*\*  
..... Dollars (U.S. \$..... 30,000.00.....). 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 AUGUST 1ST, 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:

LOT 61 IN BLOCK 1 IN BROWN'S ADDITION IN THE SOUTH 45 ACRES OF THE EAST 1/2  
OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 17-32-221-023

Dm

86382332

which has the address of 817 W. 33RD PLACE ..... CHICAGO .....,  
(Street) (City)

Illinois 60608 ..... ("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.

86 382332

# UNOFFICIAL COPY

BOX274

BOX274

AB 9-59288-BV

Given under my hand and official seal, this 26 day of July, 1987.

I, WILLIAM C. LEONARD, Notary Public in and for said county and state,

do hereby certify that WILLIAM C. LEONARD AND WILMA H. LEONARD, his wife,

are personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

North Riverdale, IL 60546  
(Address)  
7222 West Columbia Road  
(Name)  
RESCINDENT COVENANT  
This instrument was prepared by  
VINCENT P. GILIANO

State of Illinois, Willard Leonard, County of Willard Leonard,  
County ss:

WILLIAM C. LEONARD  
(Signature) Willard Leonard  
Notary Public  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security

- Instrument and in any rider(s) (specify) \_\_\_\_\_
- Adjustable Rate Rider     Planned Unit Development Rider  
 Condominium Rider     2-4 Family Rider

23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be part of this Security

22. Waiver of Homeowner, Borrower waives all right of homestead exemption in the Property.

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the management fees, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. Acceleration of any period of redemption following judicial sale, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if, including

18. Lender shall be entitled to collect all expenses incurred in the notice, service and costs of title evidence.

17. This Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

16. Lender may require immediate payment in full of all sums secured by this Security Instrument if the date specified in the notice to accelerate is earlier than 30 days from the date the notice is given to Borrower, by which time the default must be cured, but not limited to, reasonable attorney's fees and costs of title evidence.

15. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if, before the date specified in the notice to accelerate, Lender has made reasonable efforts to ascertain the date of a default or to notify either defendant of Borrower to accelerate its right to foreclose. If the notice is not cured on or before the date specified in the notice, Lender may foreclose immediately by foreclosure proceedings.

14. Lender may foreclose by foreclosure after demand and the right to assert in the foreclosure proceeding information Borrower of the rights to accelerate after acceleration and the date of the Property. The notice secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property may result in acceleration of the sums and (d) that failure to cure the default or before the notice is given to Borrower, by which the default must be cured; and (c) a date not later than 30 days from the date the notice is given to Borrower, by which the default must be cured; unless otherwise provided elsewhere in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17).

13. Acceleration of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17).

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

# UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 3 3 2

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 serviced 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.

86382332

UNOFFICIAL COPY

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have applicable law may specifically purueant to any power of sale contained in this Securitization Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays sums which render this Security Instrument and the Note had no acceleration; (b) cures any default of any other coventants or agreements; (c) pays all expenses incurred in enforcing this Securitization Instrument; or (d) fails to make timely payments. Upon reinstitution of the Property pursuant to (a) or (b), Borrower shall be liable for all obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations thereby shall not apply in the case of acceleration.

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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or a beneficial interest in Borrower is sold or transferred in whole or in part, the Lender may require immediate payment of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

16. Borrower shall be given one copy of the Note and of this Security Instrument.

which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument shall prevail over any other provisions of this security instrument and the Note will be declared to be voidable.

13. **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 of this Security Instrument is held invalid or unenforceable, such provision shall be stricken and the remaining provisions shall remain in full force and effect.

и что это за изображение? Или же, что это за изображение? Или же, что это за изображение?

first class mail to Lender's address stated herein or by 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 when given to the person or persons to whom it was addressed.

16. Notes. Any notice to Borrower provided for in this Security Lien, unless otherwise addressed to Lender, shall be given by delivery to Lender or to such office of another addressee as Borrower designates by notice to Lender.

may require payment in full of all sums secured by this Security Instrument and may invoke any remedy permitted by law in the event of the non-payment of any part of this obligation. Lender, at its option, may prepay or prepay any portion of the principal of this obligation in full or in part at any time without notice or demand.

partial prepayment without any prepayment charge under the Note.

**12. Loan Charges.** If the loan secured by title security instrument is subject to a law which sets maximum loan charges, and thereby 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 loan charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the note or by making a principal repayment to Borrower. Under either method, the reduction will be limited to the amount of the note or by the amount of the principal outstanding.

the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend modify, for better or worse, any accommodations which Lender may make to the terms of this Security Instrument or the Note without in her or his sole discretion.

11. Successors and Assigns; Joint and Several Liability; Co-Debtors. This Security Instrument shall bind any and all successors and assigns of Lender and Borrower, and agree to the provisions contained in this instrument until paid in full.

by payment of otherwise modifiable Borrower or Borrower's successors in interest. Any other instrument by reason of any demand made shall not be a waiver of Borrower's success in exercise of any right or remedy.

Intended for Borrows, all of whom are subject to the liability of the original Borrower or his successors in interest to pay successor in interest to pay sums due under the instrument guaranteed by him.

participate in the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

grievous, Lenders' authorization to collect and Borrower's otherwise agree in writing, may apply to repayment or receipt of the Property to the sums demanded by this instrument, whether or not timely due.

If this Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the notice makes an award of specific claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice

the amount of the proceeds multiplied by (b) the fair market value of the property immediately before the taking. Any balance shall be borne by the lessee, divided among the lessees in proportion to their respective amounts secured by the lessees.

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 them due, with any excess paid to Borrower. In the event of a partial taking of the Property, the balance of the principal amount outstanding, plus interest accrued, shall be paid to Borrower.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in consequence of any part of the Property, or for convenience in lieu of condemnation, are hereinafter assessed and shall be paid to Lender.

8. Insurance Terminologies in Co-operative Mortgages and Lenders' Written Agreement of Application of Law.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement is satisfied.