

# UNOFFICIAL COPY

FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 W. 95TH STREET, BOX 425  
EVERGREEN PARK, IL 60642

THIS INSTRUMENT PREPARED BY:

87669425

CENTRAL MORTGAGE PROCESSING UNIT  
FOR THE EVERGREEN BANKS  
c/o OAK LAWN NATIONAL BANK  
9400 S. CICERO AVENUE  
OAK LAWN, ILLINOIS 60453

[Space Above This Line For Recording Data]

## MORTGAGE

7/1-11-8026  
THIS MORTGAGE ("Security Instrument") is given on ..... DECEMBER 16 ..... 1987. The mortgagor is ... SENGPRACHANH.KHEMTHONGSENGSAY. & .BOUNTEME.KHEMTHONGSENGSAY,... HUSBAND AND WIFE..... ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF EVERGREEN PARK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 3101 W. 95TH STREET, EVERGREEN PARK, ILLINOIS 60462 ("Lender"). Borrower owe Lender the principal sum of.... THIRTY-FOUR THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$.... 34,400.00....). 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 ..... DECEMBER 25, 2012 ..... 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:

LOTS 35, 36 AND 37 IN BLOCK 4 IN CROISSANT PARK MARKHAM NINTH ADDITION,  
BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF  
SECTION 14, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTI# 28-14-425-019-0000 LOT 37  
28-14-425-020-0000 LOT 36  
28-14-425-021-0000 LOT 35

TP  
GAO

14<sup>00</sup>

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 DEC 22 AM 11:09

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which has the address of ..... 15812 S. ST. LOUIS ..... MARKHAM.....  
(Street) (City)

Illinois ..... 60426 ..... ("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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NAME	CENTRAL MORTGAGE PROCESSING UNIT 15812 S. ST. LOUIS MARKHAM, IL 60426	FOR THE EVERGREEN BANKS c/o OAK LAWN NATIONAL BANK 9400 S. CICERO AVENUE OAK LAWN, ILLINOIS 60453
STREET	FOR THE EVERGREEN BANKS c/o OAK LAWN NATIONAL BANK 9400 S. CICERO AVENUE OAK LAWN, ILLINOIS 60453	INSTRUCTIONS
City	CITY OF OAK LAWN, ILLINOIS 60453	
ZIP		

My Commission expires: 10-04-1987

Given under my hand and official seal, this 16th day of DECEMBER, 1987.

set forth.

..... signed and delivered the said instrument at ..... THEIR ..... free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ..... The X .....

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

do hereby certify that ..... SENGPRACHANH KHEMTHONGSENGSAY, POUNTME KHEMTHONGSENGSAY, .....

..... a Notary Public in and for said County and state,

STATE OF ILLINOIS. .... COOK County ss:

(Space Below This Line for Acknowledgment) ..... Borrower

BOUNTME KHEMTHONGSENGSAY  
(Seal) ..... SENGPRACHANH KHEMTHONGSENGSAY  
(Seal)

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

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

Instrument (Check applicable boxes) ..... Borrower

Other(s) (Specify) ..... Rider

Graduated Payment Rider ..... Rider

Planned Unit Development Rider ..... Rider

Adjustable Payment Rider ..... Rider

Condominium Rider ..... Rider

2-4 Family Rider ..... Rider

Instrument (Check applicable boxes) ..... Lender

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 none 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.

22. Waiver of Homeestead. Borrower waives all right of homestead exemption 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 receiver's bonds and reasonable attorney's fees, and them to the sum secured by this Security Instrument.

20. Lender in Possession. Upon acceleration of any period of redemption following judicial sale, Lender (in Person, by Agent or by judicial sale) shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of tide evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of tide evidence.

19. Acceleration. Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's failure to cure the default on or before the date specified in the note which the default must be cured by 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 default; (c) a date, not less than 17 days after 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 note which the default must be cured defaulter; (e) any covenant or agreement in this Security Instrument (but not prior to acceleration paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (f) the defaulter (g) the action required to accelerate following acceleration of the defaulter (h) the date of acceleration (i) the amount of the sum secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to foreclose proceeding the non-receipt of a defaulter or any other defaulter to further demand and receive immediate payment. If the defaulter or any other defaulter fails to reinstate the note, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may sacrifice this Security Instrument provided by law.

18. Security Instruments without further acceleration. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument provided by law.

17. Acceleration. Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured by 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 defaulter (b) the action required to cure the default; (c) a date, not less than 17 days after 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 note which the default must be cured defaulter; (e) any covenant or agreement in this Security Instrument (but not prior to acceleration paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (f) the defaulter (g) the action required to accelerate following acceleration of the defaulter (h) the date of acceleration (i) the amount of the sum secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to foreclose proceeding the non-receipt of a defaulter or any other defaulter to further demand and receive immediate payment. If the defaulter or any other defaulter fails to reinstate the note, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument provided by law.

16. Assignment. Lender may assign this Note and the accompanying Security Instrument to any third party, and Lender may accept any assignment of this Note and the accompanying Security Instrument.

15. Substitution. Lender may substitute any third party as a co-signer on this Note and the accompanying Security Instrument, and Lender may accept any substitution of this Note and the accompanying Security Instrument.

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1. Substitution. Lender may substitute any third party as a co-signer on this Note and the accompanying Security Instrument, and Lender may accept any substitution of this Note and the accompanying Security Instrument.

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UNIFORM COVENANTS. Borrower and Lender covenant and 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 Remitiate. If Borrower fails to remit payment of sums due under this instrument or fails to observe any term or condition of this instrument, Lender may sue for the recovery of all sums due under this instrument or any part thereof in any court of competent jurisdiction.

federal law as of the date of this Security Instrument. If Lender gives Borrower notice of acceleration, The notice shall provide a period of no less than 30 days from the date of mailing 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the 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 law.

**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 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.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of any other Borrower or to Lender's address stated herein or to any other address Lender designates by notice to Borrower. Any notice to Lender shall be given by fax or e-mail to Lender's address stated herein or to 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 in writing.

13. **Legislative Action Affecting Lennder's Rights.** If enacted, or expiration of applicable laws has the effect of permitting immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19, if Lennder exercises this option, Lennder shall take the steps specified in the second paragraph of

**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 interests or other loans 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 exceed permitted limits will be refunded to Borrower. Lender may sue to make this refund by reducing the principal owed under this Note or by bringing a direct action against Borrower. If a court reduces principal, the reduction will be treated as a partial prepayment without any prepayment charges.

11. **Successors and Assignees; Bound and Severable Liabilities; Co-signers.** The cover agreements and agreements of this Security instrument shall benefit the successors and assigns of Lennder 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 shall bind and severally liable to the terms of this Security instrument or the Note without modifly, forbear or make any accommodations which regard to the terms of this Security instrument or the Note without the sums secured by this Security instrument; and (c) agrees that Lennder and any other Borrower may agree to pay the sums security under the terms of this Security instrument; (b) is not personally obligated to pay the sums security in the Property under the terms of this Security instrument only to mortgagor, grant and convey instruments but does not execute the Note; (c) is co-signing this Security instrument only to co-signs this Security instrument, forbears or agrees to the Note; and (d) is co-signing this Security instrument only to co-signs this Security instrument or the Note.

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.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium officers to make an award of certain claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given under circumstances which are not then due, Lender is authorized to collect all sums necessary to restore the property or to sell the same.

In the event of a total taking of the Property, the Proceeds shall be applied to the sums secured by this Security instrument or to Lender.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

If Lender's required mortgage insurance is a condition of marking 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 is terminated. Lender or its agents may make reasonable entries upon and inspections of the property. Lender