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COOK COUNTY, ILLINOIS
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1987 APR -7 AM 11:16

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 3, 1987. The mortgagor is Jim Quang Huynh and Connie Huynh, his wife ("Borrower"). This Security Instrument is given to FIDELITY, FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN, under the laws of United States of America, which is organized and existing under the laws of Illinois, and whose address is 6532 West Germak Road, Bellwood, Illinois 60402 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND DOLLARS AND 00/100***** Dollars (U.S. \$60,000.00*****). 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 May 1, 2002. 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 22 IN BLOCK 4 IN FARLEY'S RESUBDIVISION OF BLOCKS 1 AND 4 IN FARLEY'S ADDITION TO HARLEM, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 509 S. Hannah, Forest Park, Illinois 60130 ("Property Address"); (City)

(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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MAILED TO:

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BERWYN
6532 WEST GERMAK ROAD
BERWYN, ILLINOIS 60402

Post
Hanger

87182667

Property of Cook County Clerk's Office

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COVENANTS, BOND, COWER AND LEADER further covenant that they do as follows:

NON-UNIFORM COVENANTS. Below are and included further covenants and agreements as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower 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 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 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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.

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

23. Riders 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 the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider
 Other(s) (specify) _____

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

Peter J.M.-QUANG-HUYNH (Seal)
—Borrower

Connie Phelps.....(Seal)
—Borrower

(Space Below This Line For Acknowledgment)

OF BERRWYN
6532 WEST GERMAK ROAD
BERRWYN, ILLINOIS 60422

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

87182667

STATE OF Illinois }
COUNTY OF J. J. PAGE } SS:

I,.....Toby Zmrhal, a Notary Public in and for said county and state, do hereby certify that
.....Jim. Quang. Huynh. and. Cannie. Huynh., his wife,....., personally appeared
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledged said instrument to be.....their..... free and voluntary act and deed and that

(his, her, their)
.....they.....executed said instrument for the purposes and uses therein set forth.
(he, she, they)

Witness my hand and official seal this  day of

My Commission Expires: 3-22-88

Notes on Books

This instrument was prepared by Jeanette Dylewski, 6532 W., Cermak Road, Berwyn, Illinois 60402

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ILLINOIS-Single Family-FNMA/FHLMC CONVENTIONAL MORTGAGE
MORTGAGE BANKING AND PORTFOLIO CHICAGO, IL
Form 3014 12/83

LIMITED VARIATIONS by jurisdiction to constitute a uniform security instrument covering real property.
THIS SECURITY INSTRUMENT combines uniform covariants for national use and non-uniform covenants with
encumbrances of record.

Borrower and will defend generally to the title to the Property against all claims and demands, subject to any
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
foreclose is referred to in this Security Instrument as the "Property".

hereafter a part of the property. All replacements, oil and gas rights and additions shall also be covered by this Security Instrument. All of the
upperencies, rents, royalties, minerals, oil and gas rights and stock and all fixtures now or
TOGETHER WITH all the improvements now or hereafter erected on the property, and all covenants, rights,

Illinois 60130 ((Property Address))
which has the address of 509 S. Hannanah (Street)
..... (City) Park

TAX# 15 13 211 016 0000 VOLUME #163

A00

COOK COUNTY, ILLINOIS.
NORTH, RANGE 12 EAST OF THE QUADRANT PRINCIPAL MERIDIAN, IN
IN FARLEY'S ADDITION TO HARLEM, IN SECTION 13, TOWNSHIP 39
LOT 22 IN BLOCK 4 IN FARLEY'S RESUBDIVISION OF BLOCKS 1 AND 4

located in 6000K For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following property:
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following property:
Security Instruments and (c) the Period in which Borrower's covenants and agreements under this Security Instrument and
modifications; (b) the payment of all debts, sums, with interest, advanced under paragraff 7 to protect the security of this
secured to Lender; (a) the debt evidenced by the Note, with interest, and all renewals, extensions and
paid earliest, due and payable in May 1, 2002 This Security Instrument dated the same date as this Security Note,
Borrower owes Lender \$5,60,000.00***). This debt is evidenced by Borrower's note
dated the same date as this Security Note, in principal sum of \$5,60,000.00/100***. ("Lender").
\$532 West Germantown, and whose address is 87182667
under the laws of United States of America which is organized and existing
entity, doing business as ILLINOIS AND LOAN ASSOCIATION OF BIRMINGHAM
Borrower is and whose address is 87182667
19. B7. The mortgagor is J.M. Quanh Huynh and J.D. Quanh Huynh, his wife
THIS MORTGAGE ("Security Instrument") is given on APR 11, 3, 1987
15.00

MORTGAGE

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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 Bound; 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.

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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 demand to Borrower requesting payment.

In such Proportion, then Lennder's actions may do and Lennder's property for waterer is necessary to protect the value of the property and Lennder's security.

7. Protection of Lenders' Rights in the Property: Mortgagor agrees to the terms of the Lender's rights in the Property as set forth in the Deed of Trust.

6. Preservation and Maintenance of Property: Lessee agrees, Borrower shall not destroy, damage or abscond with the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, change the property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall commit violations of the lease, and if Borrower acquires fee title to the property, the lessor shall and

Postpones the due date of the monthly payments preferred to in paragraphs 1 and 2 of change the amount of the payments. It uses paragrapgh 19 the monthly payments preferred to in paragrapghs 1 and 2 of change the amount of the payments. It from damage to the property prior to the acquisition shall pass to Lenider to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

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.

restoration or repair is not economic¹. Feasible or Landfill security would be lessened if the insurance proceeds should be borrowed to settle a claim when Landfill may have the capacity to restore some or all of the initial damage.

In a recent study of price premiums and newsworthy notices, in the event of loss, do some firms give prompt notice to the insurance carrier and lender. Lenders may make proof of loss to the note holder by *BoE* order.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unconditionally waivable, which:

Agreement establishes responsibility to Leader subordinating the Head to this Security Instrument; it Leader determines that any part of the agreement is subject to a lien which may attach prior to or over this Security Instrument; Leader may give Borrower a notice independently giving 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.

Agreees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leenders; (b) contestants in good faith the lien by, or defends against the claim of the obligee in the manner provided by law; and (c) secures from the holder of the lien in good faith the enforcement of the lien or forefeiture of any part of the property of the debtor.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of paid amounts to be paid under this agreement. If Lender makes these payments directly, Borrower shall promptly furnish to Lender all notices of received amounts evidencing the payments.

4. **Charges:** Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach thereto over this Security instrument, and leasehold payments of ground rents, if any.

Upon my death, I leave in full to all sums secured by this Securitization as required by Law.

Lender may not charge for holding and applying such funds, unless paying the second out of every three escrow terms, unless Lender may agree in writing that interest shall be paid on the funds. Lender to make such a charge. Borrower and Lender shall not be required to pay attorney fees or court costs in case of any suit or action brought by either party to collect any amount due under this Agreement.

The Funds shall be held in an institution the deposits of which are insured by a Federal agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, state agency (including Lender if Lender is such an institution), or accounts of which are insured by a Federal agency (including Lender if Lender is such an institution).

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) early taxes and assessments which may accrue during the period of one year; (b) equal to one-twelfth of (c) yearly hazard insurance premiums; (d) equal to one-twelfth of (e) ground rent paid by lessee to landlord for each year of the lease term; and (f) yearly leasehold payments made by lessee to landlord for each year of the lease term.

1. Payment of Principal and Interest Prepayments 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

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2-4 FAMILY RIDER 8 2 6 6 7
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 3rd day of April, 1987, 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 Fidelity Federal Savings & Loan Association of Berwyn (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

509 S. Hannah Forest Park, Illinois 60130
(Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

[Signature] Jim Quanha Huynh (Seal)
Borrower

[Signature] Connie I. Huynh (Seal)
Borrower

87182667

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MAIL TO:

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BERWYN
6532 WEST CERMACK ROAD
BERWYN, ILLINOIS 60402

P281
Kathy

87182667

Property of Cook County Clerk's Office