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COOK COUNTY, ILLINOIS  
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MORTGAGE

242325-1

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THIS MORTGAGE ("Security Instrument") is given on JUNE 5  
1987 The mortgagor is YOUK HOW LEE AND CHIAO YU LEE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
Borrower owes Lender the principal sum of  
FORTY THOUSAND AND NO/100  
("Lender").

Dollar (U.S.) 40,000.00 ). 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 JULY 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 64 IN EASTCHESTER OF WHEELING BEING A SUBDIVISION OF PART OF  
THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION  
10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE VILLAGE OF WHEELING IN COOK COUNTY, ILLINOIS.

TX# 03-10-401-023-0000  
03-10-401-024-0000

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which has the address of 741 GARTH ROAD  
(Street)  
Illinois 60090  
(Zip Code) (Property Address);  
WHEELING  
(City)

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.

RECORD AND RETURN TO:  
MY COMMENCEMENT X 1981  
THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
UNOFFICIAL COPY

YOUR HON LEE  
*John Lee*  
CHIAO YO LEE/HIS WIFE  
*Chiao Yu-je*  
-BORROWER  
(Seal)

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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 distributed by Lender under this paragraph shall become additional debt of Borrower accrued by this security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice from Lender to Borrower due at the date of distribution payment.

Lender may take action under this paragraph 7. Lender does not have to do so.

1. Provisions of Leverage Rigging in the Proprietary Agreements contained in this Security Instrument; 2. Borrower shall be permitted to lendender's rights in the Proprietary Agreements contained in this Security Instrument; 3. Lender may do and pay for whatever is necessary to protect the value of the Property and Leverage rights

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and fee title shall not merge under the merger agreement in writing.

**6. Pre-Service Inspection and Alternative Form of Property Leasehold.** Borrower shall not destroy, damage or absquatinate, change the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, allow the Predecessor to determine the leasehold term.

Under Leander's rule, the due date of the monolithic agreement in writing, any application of proceeds under paragraph 1 or 2 of the change in insurance policies shall not exceed 15 days from damage to the property prior to the acquisition of the assets secured by this Security

Under Leander and Borower otherwise agree in writing, insurance procedures shall be applied to reparation of the property damaged, if the reparation of repairs is economically feasible and Leander, acutely is not damaged. If the reparation of repairs is not economically feasible or neither security would be necessary, the insurance procedure shall be applied to the sums received by this Security Institute, whether or not then due, with any excess paid to Borower.

All insurance policies shall be acceptable to Lender and shall include "standard mortgage clause". Lender shall have the right to hold the renewals until payment in full is made. Borrower shall give prompt notice to the insurance carrier and Lender if not made promptly by Borrower.

3. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter created on the property insured against loss by fire, hazards included within the coverage now existing or hereafter created on the property provided, provided, however, that the amount of insurance on the property shall be chosen by Borrower and subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly disclose 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) consents in good faith to the lien by, or defers a final settlement of the debt in the lien in, legal proceedings which in the opinion of Lender's attorney prevents the enforcement of the original agreement of the parties to the lien; or (c) secures from the holder of the lien an agreement to defer enforcement of the lien of Borrower until payment of the principal amount of the debt in the lien.

to be paid under these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargés; Liens.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may arise over and/or after all taxes, assessments, charges, fees and impositions attributable to the property during the term of this Agreement. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property during the term of this Agreement. Borrower shall pay such additional amounts as may be required to pay all taxes, assessments, charges, fees and impositions attributable to the property during the term of this Agreement.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the amount of funds held by Lennder, together with the future monthly payments of funds, payable prior and due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the due amount of the Funds held by Lennder is not sufficient to pay the escrow items when due. Borrower shall pay to Lennder any amount of the Funds held by Lennder repaid to Borrower or credited to Borrower on monthly payments of Funds, if the Borrower's option, either promptly repaid to Lennder or carried over to the next month.

requisites, intenders 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 debits to the Fund which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Federal Underwriter is such an institution). Underwriter shall apply the Funds to pay the expenses of maintaining the accounts in the Funds and to make such a charge for holding and managing the Funds as the Underwriter may determine.

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 Premises, if any; (c) yearly hazard insurance premiums; and (d) yearly moritgage insurance premiums, if any. These items are called "Security Items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payments of principal and interest; Prepayments and Late Charges.
2. Funds for Taxes and Insurance.

The principal of and interest on the debt evidenced by Note shall promptly pay when due to lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") equal to the principal of and interest and late charges due the Note.