

# UNOFFICIAL COPY

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DEPT-Q1 RECORDING \$14.25  
T#4444 TRM# 0429 05/19/07 10:26:04  
#3733 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25  
COOK COUNTY REORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 12, 1987. The mortgagor is Tin Chuen Yeung and Bik Kit Tam, his wife— ("Borrower"). This Security Instrument is given to Illinois Mortgage Associates, Ltd., its successors and/or assigns, which is organized and existing under the laws of the State of Illinois, and whose address is 1767 Glenview Road, Glenview, Illinois 60025. Borrower owes Lender the principal sum of One Hundred Thousand and no/100ths Dollars (U.S. \$100,000.00). 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, 2017. 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:

Rider Attached Hereto Made Apart Hereof:

LOT 16 IN RESUBDIVISION OF LOTS 1 TO 114 INCLUSIVE AND VACATED ALLEYS OF HARLEM WAUKESHA SUBDIVISION OF LOTS 4, 5 AND 6 IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, THE TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART LYING WEST OF THE EAST LINE OF THE ROAD OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permit:

87335603

10-30-106-044

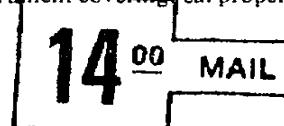
which has the address of 7831 Neva..... Niles,.....  
[Street] [City]  
Illinois 60648 ("Property Address");  
[Zip Code]

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.

-87-335603

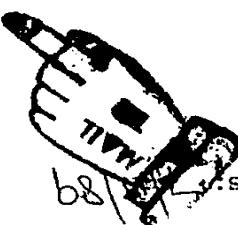


# UNOFFICIAL COPY

This document prepared by: Lisa Meyer, 1767 Glenview Road, Glenview, Illinois 60025

11/11/13 Mortgage Assc.

Notary Public  
(Seal)



89

My Commission expires:

Witness my hand and official seal this 12 day of November 2013

I, The Notary Public in said County and State,  
do hereby certify that... Lisa Meyer, Notary Public, personally appeared before me and acknowledged  
before me and is (are) known or proved to me to be the person (s) who, being informed  
of the foregoing instrument, have executed same, and acknowledged said instrument to  
be ..... free and voluntary act and deed and that  
executed said instrument for the proposed and used therein set forth  
.....(this, her, their).

COUNTY OF COOK  
STATE OF ILLINOIS

[Space Below This Line for Acknowledgment]

Borrower  
(Seal)

Bkfst Kft Tam

Borrower  
(Seal)

Tin-Chuen Yewng  
Kirk Etteman

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

- Other(s) [Specify]  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Adjustable Rate Rider  
 Continguum Rider  
 2-4 Family Rider

Instrument that contains one or more riders are executed by Borrower and recorded together with  
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 instrument. All rights and obligations of each such rider shall be limited to the part of this instrument  
that contains the rider(s).  
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 this instrument. All rights and obligations of each such rider shall be limited to the part of this instrument  
that contains the rider(s).

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

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

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

instrument and reasonable attorney's fees, and then to the sums secured by this Security instrument.

costs of management of the Property and collection of rents, including, but not limited to, the rents of the  
appomited receiver(s) included to enter upon, take possession of and manage the Property and to collect the rents of the  
Property including those of the receiver(s), including, but not limited to, the rents of the appomited receiver(s) fees, premiums on  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially  
appointed receiver(s) shall be entitled to receive payment of all sums secured by this Security instrument but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option shall be immediately paid in full of all sums secured by  
excessive of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on or  
prior to the date specified in the notice, Lender at its option shall be immediately paid in full of all sums secured by  
Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceedings the non-  
secrecde by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
inform Borrower of the right to accelerate after the date specified in the notice to assert in the foreclosure proceedings  
and (d) that failure to cure the default on or before the date specified in the notice to assert in the acceleration of the sums  
secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property, by which the default must be cured  
unless specified otherwise. The notice shall specify (a) the date default, (b) the action required to cure the  
default; (c) a date, not less than 30 days from the date default, by which the default must be cured;

19. Acceleration; Remedies. Lender further agrees as follows:

breach of any covenant in this Security instrument prior to acceleration under paragraphs 13 and 17  
unless applicable law provides otherwise. The notice shall specify (a) the date default; (b) the action required to cure the  
default; (c) a date, not less than 30 days from the date default, by which the default must be cured;

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

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This Security Instrument combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower, grant and convey the Property and that the title to the Property against all claims and demands, subject to any mortgages, grants, warranties and conditions which are now or hereafter recorded and hereby conveyed and has the right to encumberances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumberances of record.

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".

Illinois ..... 60648 ..... ("Property Address");  
 [Street] ..... [City]

which has the address of ..... 7831, NEVA.

10-30-106-04Y

Permanent Tax Number: 10-30-106-044

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider |   |
| <input type="checkbox"/> 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.

*Tin Chuen Young* .....(Seal)  
Tin Chuen Young  
—Borrower

*Bik Kit Tam* .....(Seal)  
Bik Kit Tam  
—Borrower

[Space Below This Line For Acknowledgment]

STATE OF Illinois  
COUNTY OF Cook

I.....The Undersigned...a Notary Public in and for said county and state,  
do hereby certify that.....*Tin Chuen Young*.....Personally appeared  
before me and is (are) known or proved to me to be the person (s) who, being informed  
of the foregoing instrument, have executed same, and acknowledged said instrument to  
be .....free and voluntary act and deed and that  
.....(his, her, their).....executed said instrument for the proposed and used therein set forth.

Witness my hand and official seal this.....12.....day of....JUNE....1987.....

My Commission expires:



Notary Public

(Seal)

*Lisa Meyer* *R. Johnson*  
Illinois Mortgage Assoc.

This document prepared by: Lisa Meyer, 1767 Glenview Road, Glenview, Illinois 60025

87335603

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Lender may take action under this paragraph if Lender does not do so.

Lee little shall not merge unless Lenders' Rights to the merger in writing.  
7. Protection of Lenders' Rights in the merger. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that significantly affects the instruments, appendages in court, paying reasonable attorney's fees and costs incurred on the property over this Security in the property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the property.

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 and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee holds and

Unless the notice is given,  
when the notice is given,  
possession of the movable  
property referred to in  
paragraphs 1 and 2 or change  
the amount of the  
payments. If  
under paragraph 1 the  
borrower's right to any insurance  
policy is acquired by  
lender, Borrower  
shall not extend or  
otherwise agree in writing,  
any application of proceeds  
to principal, shall not exceed or  
be greater than the amount  
of the payments.  
Instrument made  
prior to the acquisition  
of the property by  
lender to the extent of the sums  
secured by this  
deed.

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 renews, Borrower shall promptly give to the insurance company 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.

4. **Charges:** Lienas. For owner shall pay in taxes, assessments, charges, fines and infusions attributable to the property which may attain price, by over this Securitly instrument, and leasehold payments of ground rents, if any. Borower shall pay them on time directly to the person owed payment, Borower shall promptly furnish to Lender to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidence of the payments.

Note: third, to amounts payable under paragraph 2; fourth to interest due; and last, to principal due.

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 such Funds held by Lender to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender 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.

state agency (including Leender if Leender is such an institution), Leender may not charge for holding and applying the Funds,analyzing the account or verifying the escrow items, unless Leender pays Borrower interest on the Funds and applicable law permits Leender to make such a charge. Leender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the sums secured by pledges for which each gift to the Funds was made. The Funds are additional security for the sums secured by pledges for which each gift to the Funds was made.

One-twelvith 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 basis of 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.

1. **Principals of Preparation and Inverdents**: Preparation and Late Charges; Borrower's Study; Preemptory Pay When Due
2. **Funds for Taxes and Insurance**: Subject to Preparation and Late Charges; Borrower shall pay Lender on the day monthly payments are due under the Note, until the Note is paid in full; a sum ("Friends") equal to

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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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