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COOK COUNTY, ILLINOIS
FILER'S SIGNATURE

1988 DEC 30 PM 3:06

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THE TERMS OF THIS LOAN MORTGAGE 62661
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.
THIS MORTGAGE ("Security Instrument") is given on DECEMBER 29
1988 The mortgagor is EDWARD H. BRENMARX, III, BACHELOR AND KELLY D. KUST,
SPINSTER

("Borrower"). This Security Instrument is given to NEW ASIA BANK
ITS SUCCESSORS AND/OR ASSIGNS
which is organized and existing under the laws of THE STATE OF ILLINOIS
222 CERMAK ROAD-ATTENTION BOX #1
CHICAGO, ILLINOIS 60616-1997
Borrower owes Lender the principal sum of
EIGHTY EIGHT THOUSAND AND NO/100

Dollars (U.S.) 88,000.00 1. 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 29, 1993 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 11 IN BLOCK 10 IN GAGE, LEMOYNE, HUBBARD AND OTHERS SUBDIVISION OF
THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

88602097

17-32-411-017-0000

which has the address of 956 WEST 37TH STREET
60609 Chicago
Illinois 60616 ("Property Address");
(Zip Code)

CHICAGO
(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.

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CHICAGO, ILLINOIS 60616-1997
222 CERMAK ROAD-ATTORNEY BOX #1
NEW ASIA BANK SR.VP
RECORD AND RETURN TO:
WILLIE HO CHICAGO, IL 60616-1997
PREPARED BY:
NOTARY PUBLIC, STATE OF ILLINOIS
CLORA B. MILLER
"OFFICIAL SEAL"
BOX 333-GG
NOTARY PUBLIC
34th day of July 1988
Given under my hand and official seal, this
day of the month of , 19 .
Signed and delivered the said instrument as **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 they
, personally known to me to be the same person(s) whose name(s) **ARE**
do hereby certify that **EDWARD H. BRENNARK, III, BACHELOR AND KELLY D. KUST,**
. a Notary Public in and for said county and state,
County of **Cook**
STATE OF ILLINOIS.
Space below this line for Acknowledgment
Borrower
(Seal)
Borrower
(Seal)
EDWARD H. BRENNARK, III
KELLY D. KUST
Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with
the Sinking Fund, Borrower accepts and agrees to the terms and covenants contained in this Security

XX (Other) ASSIGNMENT OF RENTS

- Standard Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider
- Instrument [Check applicable box(es)]
Supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall remain and
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with
22. Waiver of Homeowner 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
receipts of bonds and receivable from, fees, and then to the sum secured by this Security instrument.
the property including those past due Any rents collected by Lender or the receiver shall be applied first to payment of the
appended recouper shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
period to the expiration of any period of repossession following judicial sale, Lender (in person, by agent or by judge) shall
20. Lender in Possession, Lender shall be entitled to repossess any time
but not limited to, reasonable attorney 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 its immediate payment in full of all sums secured by judicial proceeding.
before the date specified in the notice, Lender at its option may require immediate payment of all sums secured on or
extinction of a default or the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-
inform Borrower of the notice to accelerate after acceleration and sale of the Property, The notice shall further
secured by this Security instrument and the notice may result in acceleration of the sums
and (d) that failure to cure the default on or before the date specified in the notice to Borrower by which the default must be cured;
default; (c) a date, not less than 30 days from the date the notice shall specify; (a) the default required to cure the
unless application of an otherwise in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration: Remedies. Lender shall give notice to Borrower to accelerate following Borrower's
breach of any covenant or agreement prior to acceleration following Borrower's

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Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower accrued 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.

6. **Protections and Remedies of Property: Leaseholds.** Notwithstanding damage or subordination, changes in the Property, other than the Property to determine in common with its Security Interest is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and fee title shall pass to the lessee to the extent of the lease.

Under Lessee's Lessees and Borrower or lessee's spouse in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments, if such payment or prepayment is applied to the acquisition of property rights 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 received by this Security interest.

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 not economically feasible or Lender's security would be lessened. The insurance proceeds shall be applied to the repair of other damage to the Property or other expenses of Lender, or to pay sums secured by this Security instrument, whether or not then due. The actual period will begin

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, insurance coverage, and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

3. **Hazard Insurance.** Borrower shall keep the insurance coverage existing or hereafter effected on the Property named above by fire, hazards included within the term "exterior coverage", and any other hazards for which Lender requires against loss by fire, hazards insured in the amount and for the periods that Lender requires. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably discriminatory. This insurance shall be maintained in the amount and for the periods that Lender requires against loss by fire, hazards insured in the amount and for the periods that Lender requires. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably discriminatory.

Borrower shall prominently 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) contributes in good faith to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) removes the lien or foreclosure of the lien or foreclosure of the property, or (d) secures from the holder of the lien an agreement satisfactory to Lender suspending the lien to his Security Instrument; if Lender determines that any part of the property is subject to a lien which may give Borrower a right of action or more or less than 10 days after delivery of notice.

Note: third, to amounts payable under Paragraph 2, fourth, to interest due; and final, to principal due.
4. Charges: Lessor. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise out of or in connection with the security instruments, and leasehold payments of ground rents, if any. Borrower shall pay these obligations over this security instrument, and leasehold payments of ground rents, if any, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

than immediately prior to the sale of the Property or in acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums accrued by Lender under this Securitization.

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

Reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made otherwise, Lender shall have the right to require payment of interest at such rate as may be agreed upon by the parties.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender) if Lender is such an institution, Lender shall pay the Funds to Lender's account in connection with the collection of an indebtedness due to Lender by a borrower in connection with a loan made by Lender to make such a charge. A charge assessed by Lender may not charge for holding and applying the account or receiving the services, unless Lender pays Lender's costs of an instrument to pay the costs of an independent tax by Lender.

one-half to one-third of the amount paid by the insurance company for the same services. The amounts paid by the insurance companies are based on the estimated cost of treatment as determined by the physician.

1. Payment of Principle and Interest 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.

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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) only 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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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **29TH** day of **DECEMBER**, 19 **88**,
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
NEW ASIA BANK, ITS SUCCESSORS AND/OR ASSIGNS (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

Place **60607**
956 WEST 37TH STREET, CHICAGO, ILLINOIS 60616 *kdk 1/8*
17-32-411-017-0000 *kdk 1/8*

1-4 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 1-4 Family Rider.

Edward H. Brennenkamp III (Seal)
EDWARD H. BRENNENKAMP, III
Borrower

Kelly D. Kust (Seal)
KELLY D. KUST
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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