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COOK COUNTY, ILLINOIS  
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This instrument was prepared by:

Mr. W.W. Kiehn Sr.V.P.  
**NEW ASIA BANK**  
222 WEST CERMACK ROAD  
CHICAGO, IL 60616-1997  
(Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 10th, 1988. The mortgagor is John H. Lo and Shirley Lo, his wife ("Borrower"). This Security Instrument is given to New Asia Bank, its successors and/or Assigns, which is organized and existing under the laws of Illinois, and whose address is 222, W., Cermak Road, Chicago, Ill. 60616-1997 ("Lender"). Borrower owes Lender the principal sum of One Hundred five Thousand and no/100 Dollars (U.S. \$105,000.00). 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 Demand, but no later than 6/25/93. 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, via 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 28 (Except the South 17 Feet) in Block 6 in Booth's Subdivision of the South 33 1/3 acres of the West 1/2 of the South East 1/4 of Section 29, Township 40 North, range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P. I. N. # 13-29-426-032



which has the address of 5924 W. Fullerton ave, Street, Chicago, Town, Illinois 60639, Zip Code ("Property Address");

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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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's rights to Reinstatement. If Security instrument is 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 Deed or (b) entry of a judgment enjoining the sale of the Property, Borrower shall have the right to have reinstatement of this Security instrument if Security conditions are met and the discontinuation is due to circumstances beyond Borrower's control.

17. Transfers of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred for a beneficial interest in Borrower is sold or transferred for any other reason, the transferor shall not be excused by lender if exercise is prohibited by federal law as of the date of this Security instrument.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

be given effect without the conflicting provision. To this end the provisions of this Security Lender may be affected after the commencement of the Note which can

15. **Governor-in-Chief Law:** Security instruments shall be governed by federal law and the law of the Commonwealth of Massachusetts.

13. Legalization of medical marijuana under the Note of Security. If enacted into law, the effect of rendering any provision of the Note of Security non-enforceable according to its terms, Lender, at its option, may render any provision of the Note of Security non-enforceable according to its terms. Lender, at its option, may render any provision of the Note of Security non-enforceable according to its terms. Lender, at its option, may render any provision of the Note of Security non-enforceable according to its terms.

direct payment to borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

**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 loan charged to obtain the instrument, then (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be repaid to Borrower under the principal owed under the Note or by making a prepayment.

11. **Supplements and Assigments**: Joint and Separate Liability: Co-signers, The co-signants and agreeements of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph and the other terms and conditions of this security instrument.

Unless less lead time 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 No. Releasement: Forbearance By Lender Not A Waiver. Extension of the time for payment of modified iteration of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to decrease the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make any payment to any successor in interest of Borrower or Borrower's successors in interest unless Borrower's successors in interest have agreed by this Security instrument to pay to Lender the amount of any unpaid principal and interest due under the original note or any other note or agreement between Borrower and 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, unless otherwise agreed in writing, the sums secured by this Security instrument shall be deducted by the event of a partial taking of the Property, unless Borrower and Lender otherwise agree, with any excess paid to Borrower in the event of a partial taking of the Property, either to restore to Borrower funds secured by this Security instrument or to the Lender to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the Lender to respond to Borrower's claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, an award of, or, even if a claim for damages, Borrower, or, after notice by Lender to Borrower that a cause of action exists to make Lender liable to Borrower, Lender may sue to collect the balance due.