

Mail UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
ASSOCIATED FINANCIAL SERVICES, INC.
1419 LAKE COOK ROAD, SUIT
DEERFIELD ILLINOIS 60015
YVONNE RZESZOT

BOX 533-111

89088620

(Space Above This Line For Recording Data)

14⁰⁰

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 27, 1989. The mortgagor is GENG TZI KAO AND HUJ CHEN KAO, HUSBAND AND WIFE.

("Borrower") This Security Instrument is given to FIRST ILLINOIS BANK OF EVANSTON, N.A., which is organized and existing under the laws of THE UNITED STATES, 800 DAVIS STREET EVANSTON ILLINOIS 60204, and whose address is ("Lender").

Borrower owes Lender the principal sum of SEVENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ --- 78,750.00---). 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 MARCH 01ST, 2004. 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:

LOTS 9 AND 10 IN TALMAN AND THIELE'S CRAWFORD NILES CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 1, 2, 5 AND 6 IN SUBDIVISION OF LOTS 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22 AND THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1989 FEB 28 PM 1:03

89088620

89088620

PI# 10-23-302-049-0000

which has the address of 8300 EAST PRAIRIE SKOKIE
60076 [Street] [City]
Illinois ("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.

UNOFFICIAL COPY

A rectangular notary seal with a double-line border. The words "OFFICIAL SEAL" are at the top in a bold, sans-serif font. Below that, "NOTARY PUBLIC" is written in a smaller font. The main body contains "JAMES L. FRESTEL" on the left and "STATE OF ILLINOIS" on the right. At the bottom, "MY COMMISSION EXPIRES 12/10/90" is written. The seal is placed over a signature.

Given under my hand and official seal, this 27TH day of FEBRUARY, 1989

I, personally known to me to be the same person(s) whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
signer and delivered the said instrument as stated.

STATE OF ILLINOIS, Cook County ass:
I., The Understaled
, a Notary Public in and for said county and state,

CSS Animations

۱۰۰

८३

SION:

104

STATE

CHENG TI JI KAO <i>Cheng Ti Ji Kao</i>	Borrower _____ (Seal) _____
HUI CHEN KAO <i>Hui Chen Kao</i>	Borrower _____ (Seal) _____
JIAO CHU KAO <i>Jiao Chu Kao</i>	Borrower _____ (Seal) _____

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.

UNOFFICIAL COPY

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.

89088620

UNOFFICIAL COPY

If Lender exercises this option, Lender shall provide Borrower with notice of acceleration. The notice shall provide a period of not less than 30 days from the date the debt is due for payment to pay the same or make arrangements for its payment. If Lender less than 30 days from the date the debt is due for payment to pay the same or make arrangements for its payment, Lender may exercise this option. Lender shall give Borrower written notice of demand on Borrower.

16. Borrower certifies that he has given one copy of the Note and of this Security Agreement to his attorney or law office.

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 for a beneficial interest in Borrower, requires immediate payment in full of all sums accrued by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

15. Governing Law: Severability. This Agreement shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement or the Note and the Note will be governed by the governing provision. To this end the provisions of this Note which can be affected without the conflicting provision. Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by telephone to Borrower's principal place of business or residence or to his address as it appears on the most recent statement furnished to him by Borrower's last creditor.

^{13.} Legislative Action Against Landlord's Rights. If enactment of application of applicable laws has the effect of rendering any provision of this Note or this Settlement instrument unenforceable according to its terms, Landlord, at his option, may require immediate payment in full of all sums secured by this Settlement instrument and may invoke any remedies permitted by law. Under exercise of this option, Landlord shall take the steps specified in the second paragraph of

12. **Loan Charges.** If the loan secured by the security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests or other loans charged or collected are to be collected in connection with the loan exceed the permitted limit, 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 exceed the permitted limit will be refundable to Borrower. Under this Note, the principal amount of the loan will be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) if a court reduces under this Note partial payment without any prepayment charge under this Note, the principal amount will be reduced by the amount necessary to reduce the charge to the permitted limit.

11. Successors and Assignees; Bonds; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall 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 consents to this Security Instrument shall be liable to Lender and Borrower and agrees to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, notwithstanding that he or she may have executed this Security Instrument under his or her own name.

11. Sustaining and protecting the environment. The Charter in exercising any right or remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of title to Lender for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect Securitely Instruments, whether or not the due date has passed.

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, the fair market value of the Property immediately before the taking, divided by (b) the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument shall be paid to Borrower.

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

imprudent terminations in accordance with Borrower's and Lender's written agreement or applicable law.

If Lender requires mortgagor to make a contribution of money or otherwise to maintain title to real property held by mortgagor in escrow until such time as Lender receives payment of the amount due under the Note, Lender may require mortgagor to pay the amount required to maintain title to the property.