

UNOFFICIAL COPY

30091167

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 30, 19...89. The mortgagor is Long H. and Ming W. Yang ("Borrower"). This Security Instrument is given to F.J.C. Illinois Bank & Trust which is organized and existing under the laws of Illinois and whose address is 730 Plainfield Road, Wilmette, Ill. 60052.1. Borrower owes Lender the principal sum of Forty Thousand and No/100 Dollars (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 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 19 in Lakewood Court Subdivision of part of the East 1/2 of the North West 1/4 of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded November 26, 1929, as Document #25255234 in Cook County, Illinois.

P.I.N. 04-33-101-056

30091167
Cook County Clerk's Office

which has the address of 3311 Lakewood Court, Glenview, Il
(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 seized 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

15
E
600

ASTEC006

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.

UNOFFICIAL COPY

permits permitted by this Security Instrument, without further notice or demand on Borrower.

18. Borrower's Right to Remedy. 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 upgradable law may specify) for remedies not specifically set forth in this Security Instrument to any power of the Prepetition Bank to enforce a sale of the Prepetition Bank's interest in this instrument or (b) entry of a judgment in favor of the Prepetition Bank pursuant to any power of the Prepetition Bank to enforce a sale of the Prepetition Bank's interest in this instrument to any power of the Prepetition Bank to enforce a sale of the Prepetition Bank's interest in this instrument or (c) entry of a decree of a court of competent jurisdiction ordering the Prepetition Bank to take such action as necessary to effect a sale of the Prepetition Bank's interest in this instrument.

19. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have security for this Security Instrument secured hereby taken under the laws of the state or territory in which the instrument is created or under the laws of the United States if no such law exists; if no such law exists, Borrower shall have the right to remit to the obligee(s) all amounts received by him/her/it under this Security Instrument, less amounts paid by Borrower to the obligee(s) under this Security Instrument, until the obligee(s) has/have been fully compensated for his/her/its expenses in connection with the collection of the amount due under this Security Instrument.

If Leader exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide all the details of the default including the date of termination. This notice shall provide a period of no less than 30 days after which Borrower may invoke any of the remedies set forth in the instrument.

Person(s) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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.

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

NOTICE OF CONTRACTUAL TERMS AND CONDITIONS ("TERMS") APPLICABLE TO THE PURCHASE OF SECURITY INSTRUMENTS ("SECURITY") PROVIDED BY THE NOTE HOLDER ("NOTE HOLDER") TO THE BORROWER ("BORROWER"). THIS AGREEMENT IS A CONTRACT WHICH CONTAINS THE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SECURITY PROVIDED BY THE NOTE HOLDER TO THE BORROWER.

15. Governmental Security Instruments This Security Instrument shall be governed by, federal law and the law of the United States of America.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mail to the first class mail unless otherwise provided for in this Security Instrument.

rendezing the implementation of the Note or this Security Instrument up to the satisfaction of the beneficiary according to its terms, Lender, in its option, may invoke remedy by injunction in full or all sums secured by this security instrument and may invoke remedy by garnishee against the debtor in case of nonpayment of all sums due under this option.

32. **LoanCharges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and thereby interpreting so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any sums already collected by the creditor shall be reduced by the amount of such excess, and (b) the creditor may sue for the balance of the debt.

Third, Security instruments should be used to support the success factors of the project and mitigate risks. This includes the following:

- **Supplier selection:** Using a bidding process to select suppliers based on their experience, quality, and cost.
- **Contract management:** Establishing clear contracts with suppliers that define responsibilities, timelines, and payment terms.
- **Risk management:** Identifying potential risks and developing mitigation strategies to reduce their impact.

By the beginning of our time, mostly immunization of the animals effected by this security instruments of protection of our people; Any further extension of this measure can only bring about a remedy.

Deevese Lendker and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half of the monthly payments received to principal and 2.0% of the balance of the amount of such payments.

If the property is being sold by Borrower, or if either notice by Borrower, or if either notice by Lender or if either notice by Lender to proceed to repossess to Lender under the condominium offers to security instruments held by the condominium unit owner, whether or not the condominium unit owner has filed a claim for damages against the condominium unit owner, the condominium unit owner shall be liable for the amount of the judgment, plus interest and costs, and the condominium unit owner shall be liable for all expenses of collection, including attorney's fees.

in the event of a total, unavoidable power failure, the procedures shall be applied to the units secured in writing; (a) the total amount of the sums secured by the security instruments shall be reduced to the maximum value of the property immediately before the taking of the property.

any condemned unit or other unit lacking or failing to provide the property owner with conveyance in lieu of condemnation within

Borrower shall pay the premium in accordance with the instrument in effect until such time as the requirement for the insurance terminates in accordance with the terms of the instrument.