

PREPARED BY:  
DEE ELL  
SCHAUMBURG, IL 60173

# UNOFFICIAL COPY

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RECORD AND RETURN TO:

UNITED SAVINGS ASSN OF THE SOUTHWEST FSB  
1301 NORTH BASSWOOD-4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173

91488124

[Space Above This Line For Recording Data]

5729835

## MORTGAGE

RECEIVED-01 RECORDING \$17.29  
746566 TRAN 6159 09/19/91 15:13:00  
\$3818 + H #--91-488124  
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 5, 1991 . The mortgagor is  
JITTIPOTE TAREELAP AND SOMCHIT TAREELAP, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

which is organized and existing under the laws of THE UNITED STATES , and whose address is 1301 NORTH BASSWOOD-4TH FLOOR SCHAUMBURG, ILLINOIS 60173 ( "Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$ 113,600.00 ).

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 OCTOBER 1, 2021 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

THE WEST 30 FEET OF LOT 62 IN DEVON CRAWFORD SUBDIVISION IN THE WEST 7/8 OF LOT 9 IN ASSESSORS DIVISION IN THAT PART OF THE EAST 1/2 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF NORTHERLY LINE OF CALDWELL RESERVE AND NORTH OF INDIAN BOUNDARY LINE, ALL IN COOK COUNTY, ILLINOIS.

13-03-200-032-0000

which has the address of 4337 WEST DEVON AVENUE, CHICAGO  
Illinois 60646 ("Property Address");  
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
MVP MORTGAGE FORMS - (313)293-8100 - (309)621-7291

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DFB 1988  
Form 3014 9/90  
Initials: ST

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IS  
Form 3014-980  
DPS 1985

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Serial 0001

more of the actions set forth above within 10 days of the giving of notice.

thus Security Instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lessor or lessor's attorney of the facts; or (c) securer determines that any part of the Property is subject to a lien which may attach prior to or before termination of the lease, or (d) legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his interest in a manner acceptable to Lender; (b) contests in good faith the title to the payment of the principal of the obligation secured by the lien in accordance with the Security Instrument; or (e) any other proceeding which may affect the title to the Property.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the principal of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in writing to the principal of the obligation secured by the lien in a manner acceptable to Lender; (c) agrees in writing to the principal of the obligation secured by the lien in a manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may result priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay charges, taxes, assessments, charges, times and impositions applicable to the Property.

4. Charges, taxes, assessments, charges, times and impositions applicable to the Property, to the extent due, to pay the charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

6. Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the acquisition or sale

Funds held by Lender, shall make necessary to make up the deficiency in no more than twelve months.

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to pay the Escrow items when due, Lender may so do, and in such case Borrower

shall pay to Lender the amount necessary to pay the Escrow items of application; and, if the amount of the Funds held by Lender is any

for the excess, Funds in accordance with the requirements of application; and, if the amount of the Funds held by Lender is any

for the excess, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

even though the Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the escrow account, or

(including Lender, if Lender is sued in a suit) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount; (d), Lender may estimate the amount of Funds in an amount not to exceed the lesser amount.

1974 is demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds

related mortgage loans, may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

(a) ready mortgage insurance premiums, if any; (b) any sums payable by Borrower to Lender, in accordance with

of any; (c) ready property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly lessorhold premiums,

Lender on the day annually premiums are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

payment of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Taxes and Insurance. Premiums and Late Charges. Borrower shall promptly pay when due the

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Agreements by Lenders to constitute a Uniform security instrument covering real property.

THIS SECURITY INSTRUMENT constitutes uniform covenant for mutual use and non-antitrust purposes with limited

and will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage,

mortgage, all of the fixtures a part of the property. All encroachments and additions and alterations by this Security instrument, all of the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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**5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1001

Form 3014 9/90

Initials: JT

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Form 3014 9/90  
Date 1992

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**Borrower's Copy:** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

**15. Governing Law; Security Instrument.** 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 of a clause of this Security Instrument or the Note be severable, given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is duly 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 below the permitted limits; then: (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, lessor 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.

11. Borrower Not Responsible; Furthermore a by Lender Not a Waiver. Extension of the time for payment of modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to reduce the liability of the original Power or Borrower's successors in interest. Lender shall not be required to extend time for payment of otherwise modified Borrower's debts to any holder of a security interest in the property covered by this instrument.

Unless Lesender and Bontower 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.

If the Property is sold and owned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make any 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 received by this Security Instrument, whichever of the two due.

If 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 due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the sums secured by this Security Instrument whether or not due, 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 fractions: (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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of the sums secured immediately before the taking, divided by the amount of the proceeds multiplied by the following fractions: (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.

10. **Condemnation.** The proceeds of any award of 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 [ ] under

• Inspection, Under or as part my make reasonable entries upon and inspections of the property; Under such give

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

DPS 1083  
Form 3014-9190

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DPS 1094

100-6473

My Commencement Expenses:

Given under my hand and official seal this 5<sup>th</sup> day of  
June and voluntary act, for the uses and purposes herein set forth.  
We this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR  
personal known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

HUSBAND AND WIFE

MARY TAREELAP AND SOMCHIT TAREELAP,

County and State do hereby certify that

a Notary Public in and for said

County ss:

COOK

STATE OF ILLINOIS.

Borrower

(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security instrument and  
in my rider(s) executed by Borrower and recorded with it.

- |  |   |   |  |  |   |
|--|---|---|--|--|---|
| <input type="checkbox"/> Adjustable-Rate Rider   | <input type="checkbox"/> Grandminimum Rider     | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Increase Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Amortized Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Lockout Rider             | <input type="checkbox"/> balloon Rider       | <input type="checkbox"/> VA Rider          |   |
| <input type="checkbox"/> 1-4 Family Rider        | <input type="checkbox"/> 2nd-3rd Rider          | <input type="checkbox"/> Rider(s) Rider                 | <input type="checkbox"/> Rider(s) Rider      | <input type="checkbox"/> Rider(s) Rider    |   |

(Check applicable box(es))

24. 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 this Security instrument as if the rider(s) were a part of this Security  
instrument. The covenants and agreements of each such rider shall be incorporated into and shall demand  
and collect payment from the Borrower.

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