

PREPARED BY AND MAIL TO:

LOAN # 1729349

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

COOK COUNTY, ILLINOIS

1992 SEP 22 PM 12:34

92700020

[Space Above This Line For Recording Data]

MORTGAGE

31g

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 15th, 1992**, The mortgagor is
NANTAPORN KANHIRUN, MARRIED TO
WORAVIT KANHIRUN

("Borrower"). This Security Instrument is given to
THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of
address is 1048 WEST LAKE STREET
OAK PARK, IL 60301
NINETY SEVEN THOUSAND & 00/100

THE STATE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 97,000.00).

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 **OCTOBER 1, 2007**. 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 TAX ID #: 24-07-125-002-0000 COOK County, Illinois:

LOT 2 IN BLOCK 15 IN ROBERT BARTLETT'S 95TH STREET HOMESITES FIRST ADDITION
BEING A SUBDIVISION OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16,
1939 AS DOCUMENT NUMBER 12383314 IN COOK COUNTY, ILLINOIS.

which has the address of **6941 W. 97TH PLACE**
Illinois **60415** ("Property Address");

(Zip Code)

CHICAGO RIDGE

(Street, City).

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT#100-6R(IL) (0105) **1729349**

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VMP MORTGAGE FORMS (312)293-8100 • (800)521-7201

Form 3014 9/90
Amended 5/91Initialed *[Signature]*

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Initials: *V*
Form 301-9/90

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•SR(II) (910)

of the actions set forth above within 10 days of the giving of notice. Security Instrument, Lender may give Borrower a notice identifying the lessee. Borrower shall satisfy the lessor or more often than annually. It is understood that any part of the Property is subject to a lessor which may have priority over this lease. Security instrument, Lender may sue to collect any amount due under this lease. Security instrument, Lender may sue to collect any amount due under this lease. Borrower shall pay all costs of collection and attorney fees, including reasonable attorney fees, incurred by Lender in collecting any amount due under this lease.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property written to the payee at the address so named by the lessor in a manner acceptable to Lender; (b) contains in good faith the lessor writing to the payee at the address so named by the lessor in a manner acceptable to Lender; (a) agrees in

Borrower shall promptly disclose any information over this Security Instrument unless Borrower discloses the same to Lender regarding the payment of taxes, assessments, charges, fines and impositions applicable to the Property.

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. Securitization of Payments. Lender may have priority over this Security Instrument, Lender shall make payment to the lessee which may allow him to pay all amounts received by Lender under the Note.

Upon payment in full of all sums received by Lender, Security Instrument, Lender shall pay any remaining balance due under this note to the lessee of the security instrument required by the lessee.

If the lessee fails to make payment to Lender, Lender shall apply any funds held by Lender at the time of acquisition of sale as a credit against the amount required by the lessee.

If Lender fails to pay the lessee the amount required by Lender, Lender shall make payment to the lessee of the security instrument required by the lessee.

If the lessee fails to pay the lessee the amount required to be held by Lender in accordance with the security instrument, Lender shall make payment to the lessee of the security instrument.

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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

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G.R.(L) (1986)

be severable. Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to give full effect to any other clause which conflicts with the Note or the instrument or the Note. In the event that any provision of this Security Instrument or the Note conflicts with the Note it is to be disregarded.

15. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Note is located.

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

addressees stated herein or any other addressee Lender designates by notice to Borrower. Any notice provided for in this Security any other address Borower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless otherwise specified in the Note. The notice shall be directed to the Property Address or by first class mail to Lender's address Borower specifies in the Note or to the address of another method.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it at my mailing under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without the preparation charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender.

permitted limits; and (b) any sums already collected from Borower which exceed permitted limits will be refunded to Borower.

exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce this charge to the and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with this loan

13. **Loan Charges.** If the loan accrued by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodation with regard to the terms of this Security Instrument or the Note without just Borrower's consent.

succured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Prepayment under the terms of this Security Instrument; (d) is not financially obligated to pay the sums Borower's failure to do so will not excuse the Note; (e) is co-signing this Security Instrument only to monagle. Great und convey this

Instrument but does not exceed the Note and agreements shall be joint and several. Any Borrower who signs this Security paragraph 17. Borrower's convenants and agreements of Lender and Borrower, subject to the provisions of this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower until the date of termination or cancellation

11. **Rewriter Note Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or withdrawal

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree, any application of proceeds to principal shall not extend or postpone by this Security Instrument, whether or not due.

is authorized to collect and apply this procedure, either to recapture or repayment of the Note or to the sums secured toward or settle a claim for damages, Borrower fails to Lender within 30 days after the date the note is given, Lender

if the Property is used by Borrower, or if, after notice to Borrower that the condominium offers to make an sums secured by this Security Instrument whether or not due.

Borrower and Lender, otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately after taking is less than the amount of the sums secured immediately before the taking, unless the sums

due. 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

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

wildest or not then due, with any access paid to Borrower, in the event of a partial taking of the Property in which the market

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

commodification or other taking of any part of the property, or for conveyance in lieu of condominium, are hereby assinged and

10. **Condemnation.** The proceeds of any award of a claim for damages, direct or consequential, in connection with any Borrower notices of its general may make reasonable and Lender shall give

9. **Laws.** Lender or its agents may make reasonable and Lender shall give

provisions required to maintain property in accordance with local regulations, or to provide a loan recaps, until this instrument for the

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

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16. **Borrower's Copy.** Borrower shall be given one confirmed 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 those 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.

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Form 301A 9/80

OAKBROOK TERRACE, IL 60521
1901 SOUTH MICHIGAN AVENUE, SUITE 300
MIDWEST SERVICES INC.

RECORDED AND RETURN TO: Page 6 of 6

This instrument was prepared by McCormick Express 8/13/95
RECORDED AND RETURNED
Cook County
Notary Public, State of Illinois
VICKIE A. McCARTHY
My Commission Expires: "OFFICIAL SEAL"

Given under my hand and official seal, this 15th day of September 1995
Signed and delivered the said instrument as for the use and purposes of which set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
personally known to me to be the same person(s) whose name(s)

KATAPOWA KAWIHAWA AND WOARAVI KAWIHAWA, HER HUSBAND

a Notary Public in and for said county and state do hereby certify that

1. The undersigned

STATE OF ILLINOIS, (006)

County ss:

Borrower
(Seal)

Borrower
(Seal)

WORAVIT KANTHIRUN

WITNESSES: WORAVIT KANTHIRUN, IS EXECUTING THIS MORTGAGE
SOLELY FOR THE PURPOSE OF MAINTAINING ANY AND
ALL MARITAL AND HOMESTEAD RIGHTS.
BY SIGNING BELOW, Borrower accepts all the terms and covenants contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.
WITNESSES:
Any rider(s) executed by Borrower and recorded with it.

- [Check applicable box(es)]
- V.A. Rider
 - Ballloon Rider
 - Adjustable Rate Rider
 - Biweekly Payment Rider
 - Condominium Rider
 - Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Rate Improvment Rider
 - Second Home Rider
 - Other(s) [Specify]

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 in the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this
Security Instrument, to cover any and all agreements made between the parties hereto.