PREPARED BY: WORLD SAVINGS AND LOAN ASSOCIATION

STRING SOYOL

RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION A FEDERAL SAVINGS AND LOAN ASSOCIATION 2420 WEST 26TH AVENUE DENVER, COLORADO 80211



92744232

DOCUMENTATION DEPARTMENT ATTENTION:

FOR RECORDER'S USE ONLY

THIS IS A FIRST MORTGAGE. LOAN NUMBER: 8443418 THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, MONTHLY PAYMENTS AND PRINCIPAL BALANCE.

THE MAXIMUM AGGREGATE PRINCIPAL SUM SECURED BY THIS SECURITY INSTRUMENT (\$ \$181,875,00.

- DEFINITIONS OF WORDS USED IN THIS MORTGAGE
- (A) Security Instrument. This Mortgage, which is dated SEPTEMBER 29, 1992 will be called the "Security Instrument."
- ; (B) Borrower. CHAYALUK AND APHIRADEE CHAYALUK, HIS SUKCHA!

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 - COOK COUNTY RECORDER

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sometimes will be called "Borrower" and sometimes simply "" or "me."

- (C) Londor. WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, will be called "Lender." Lender is a Federal Savin, a and Loan Association which is organized and exists under the laws of the United States. Lender's address is 180° Flarrison Street, Dakland, California 94812.
- (D) Note. The note signed by Borrower and having the same (4) as this Security Instrument will be called the "Note." The Note shows that I owe Lender U.S. \$128.600.00 plus Interest. I have promised to pay this debt in monthly payments and to pay the debt in full by CCTOBER 15, 2022.
- (E) Property. The property that is described below in Section at antitled "Description of the Properly" will be called the "Properly."
- (F) Sums Secured. The amounts described below in Section II entitled "Boy J ver's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."
 - (G) Parson. Any person, organization, governmental authority or other party will be called "Person."
 - BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security instrument and also those rights that the law gives to landers who hold mortgages on real property. i am giving Londor these rights to protect Londor from possible losses that might result if I fall for

- pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lander and any changes to the Secured Notes made with the written consent of Lender;
- (ii) pay, with interest, any amounts that Londor spands under Paragraphs 2 and 7 below to protect the value of the Property and London's rights in the Property; and
- keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lunder.

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UNOFFIE MALY GOPY

LOAN NO. 8443418

LOT 103 AND THE WEST 9.5 FEET OF LOT 104 IN KRENN AND DATO'S PRATT LARAMIE SUBDIVISION, A SUBDIVISION OF THE NORTH EAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Property of Cook County Clark's Office

10-33.212-054

Property of Cook County Clerk's Office

III. DESCRIPTION OF THE PROPERTY

i give Lander rights in the Property described below:

9EAL ESTATE INDEX NUMBER: 10 38 212 054 VOL:

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- (ii) All belidings and other improvements that are togated on the Described Property;
- (iii) All rights in other property that I have as owner of the Described Property. These rights are known as easeights, rights and appartenences attached to the Property;
 - (by) All rents or royallies and other income from the Described Property:
- (y) An indinutel, oil and gas rights and profits, water rights and atook that are part of the Unscribed Property;
- (vi) All rights 10-11 have in the lend which lies in the structs or rouds in front of, behind or next to, the Described Property;
- (vii) All fixtures that no now or in the future will be on the Described Properly or on the properly described in subsection (ii) or this Section;
- (viii) All of the rights and property described in subsections (ii) through (viii) of this Section that (acquire in the future;
- (ix) All replacements of or addition, to the property described in subsections (ii) through (viii) of this Section; and
 - (x) All of the amounts that I pay to Langur under Paragraph 2 below.
 - IV. BORROWER'S RIGHT TO GRANT A SECURCY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I tawfully own the Property; (ii) I hav, the right to mortgage, grant and convey the Property to Lander; and (iii) there are no outstanding claims, charges, news or encumbrances against the Property, except for those which are of public record.

I give a general warranty of little to Lander. This means that I will to fully responsible for any losses which Londer suffers because someone other than myself has some of the lights in the Property which I promise that I have, I promise that I will defend my ownership of the Property against any claims of such lights.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and Interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

) will pay all amounts necessary to pay laxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

(B) Impound/Escraw Accounts

(i) Borrower's Obligations

If Lander gives me written notice to do so, I will pay the emounts in Peregraph 2(A) above to Lander, unless the applicable law requires otherwise, I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

Each of my payments to Londer under this Paragraph 2 will be the sum of the following:

(a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Socurity instrument; plus

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(b) Cine—(wolfth of the extimated yearly leasohold payments or ground rents un the

Property, it any; plus

(c) One-tweltth of the estimated yearly premium for hazard insurance covering the

Property: plus

(d) One-twelfth of the estimated yearly premium for mortgage insurance, it any.

I will give Lunder all notices or bills that I receive for the amounts due under this Paragraph 2.

(ii) Lander's Obligations

it i make my payments to Lander, Lender will estimate from time to time my yearly taxes, haterd insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance promiums, which tiems will be called the "impound/Escrow Items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the impound/Escrow Items. The emounts that I pay to Lander for impound/Escrow Items under this Paragraph 2 will be called the "Funds."

Lundor may hold the Funds. Except as described in this Paragraph 2, Landar will use the Funds to pay the impound/Esgrow (teins, Londor will give to me, without charge, an annual statement of Funds activity.

Lynder may not charge me for holding or keeping the funds, for using the Funds to pay impound/Escrow which, for analyting my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, ander may charge me for these services if Lender pays me interest on the funds and if the law permits Lender to hoke such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (r. Lender and I agree in writing, at the time I sign this Security instrument, that Lender will pay interest on the Funds.

(iii) Adjustments to the Funds

it Lender's estimates of the impound/Escrow Items are too high, the amounts that I pay under this Paragraph 2 will be too large.

If an excess of Funds reliables after all impound/Escrow Roms have been paid and if I am keeping all of my promises and agreements riago in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it is exceeds 925,00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If, at the time payments of impound Errorow Home are due, Lender has not received enough Funds to make those payments, I will pay to Lender vinterer additional amount is necessary to pay the impound Escrow Items in full, I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lander will promptly refund to me any Funds that are the being held by Lander. If, under Paragraph 27 below, Lander acquires the Property or the Property is sold, then immediately before the acquirettion or sale, Lander will use any Funds which Lander is holding at that time to radius the Sures Secured.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purprises:

First, to pay late charges due under the Secured Notes;
Second, to pay prepayment charges due under the Secured Notes;
Ihird, to pay any advances due to Lender under this Security Instrument;
Fourth, to pay the amounts due to Lender under Peragraph 2 above;
Fifth, to pay interest due under the Secured Notes;
Sixth, to pay deferred interest under the Secured Notes;
Last, to pay principal due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxus, essessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property, I will pay those amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, domand or charge that is made against properly because an obligation has not been fulfilled is known as a figh. I will promptly pay or satisfy all lions against the Properly that may be superior to this Security instrument. However, this Security Instrument does not require me to satisfy a superior lion lift. (A)—I agree, in writing, to pay the obligation which gave rise to the superior tien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the



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lien of this Senarity instrument is superior to the lien held by that Person, it Lander determines that any part of the Property is subject to a superior lien, Lander may give to me a notice identifying the superior lien, I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss of damage caused by tire, hazards normally povered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgages Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewall notices that I receipe.

If I obtain carthquake insurance, any other hazard insurance, gradit life and/or disability insurance, or any other insurance on or relating to the Property or the Spoured Notes and which are not apacifically required by Lender, I will have Londer as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lander. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to relimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lunder may determine in its sole and absolute discretion, regardless of any impairment of lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a minner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and af the times as determined by Lander.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, funder may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period with begin when the notice is given.

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the date or change the arrown of any of any monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, conter and 1 may agree in writing to delays or changes.

II Lander acquires the Property under Peregraph 27 below, all of my rights in the Insurance policies will belong to Lander. Also, all of my rights in any proceeds which are paid because of demage that occurred before the Property is acquired by Lander or sold will belong to Lander. Howeve, Jender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lander or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will may the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FILLFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair, I will not destroy or substantially change the Property and I will not allow the Property to deteriorate, I will keep and maintain the Property in compliance with a state of tederal hazardous materials and hazardous waste laws. I will not use, generate, manufacture of store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lander and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary rupall or the removal of hazardous waste or any other hazardous materials defin. If do not own but am a tenant on the property, I will fulfill my obligations under my lesse. I also agree that, if I acquire the fee title to the Property, my lesse interest and the fee title will not merge unless Lender agrees to the merger in Writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

(I): (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must

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give me notice before Lander may lake any of these actions. Although Lender may take action under this Paragraph 7, Lander does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Londer advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lunder sends me a notice requesting that I do so, interest on each amount will begin to accrue un the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Sucurity instrument will protect Lander in case I do not keep this promise to pay those amounts with inferest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, entent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government, while of the property. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after he amount that I own to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agen otherwise in writing, if only a part of the Property is taken, the amount that I own to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (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 Liking. The remainder of the proceeds will be paid to one.

if a bandon the Property or 1/1 to not enswer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the suffertly to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Sucured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the (mount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my right; and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, newwer, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takus over my rights and obligations, aven it Lunder is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security instrument, even it Lender is requested to do so.

(B) Lender's Rights

Even if Lander does not exercise or enforce any of its rights under this Security Instrument or under the law, Londer will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays texes, or pays other claims, charges or tiens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I own to Lender under the Note and under this Security Instrument.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument, Lender may enforce Lander's rights under this Security Instrument against each of us individually or against all of us logother. This means that any one of us may be required to pay all of the Sums Secured.

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12. MAXIMUM LOAN CHARGES

If the toan 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 toan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such toan 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

15. GOVERNING LAW! SEVERABILITY

This Security instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations holding those for federal savings and loss associations, called "Federal Law," in the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions to construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

16. BORROWER'S COPY

) acknowledge the receipt of one conformed copy of the Secured Notes and of this Security instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I exciden the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's requisitinay; (A) collect the rental payments, including overdue rental payments, directly from the tenants; (E), enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental cyrements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without nevice to ask (i) Lender whether I have failed to keep my promises and agreements under this Security instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duly as defined in Paisgraph 2B, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is 3ord (2' 4 shell have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damage, including the loss of reasonable ront and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable atterneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY: ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another, it may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loss made to me by Lender and which erose or will erise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds erising from these rights, as permitted by applicable law, to Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may own to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

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19. CLERICAL ERRORS

In the event Lender at any time discovers that this Snowthy Instrument, the Secured Notes or any other document related to this total, called collectively the "Loan Documents," contains an error which was caused by a clorical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reassed any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to one which may regult from any such arror.

29. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are tost, stolen, invillated or destroyed and Lender delivers to the animal informatication in my favor, signed by Lender, then I will sign and deliver to Londer a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22 CAPTIONS

The rections and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

this Security instrument may be modified or amended only by an agreement in Writing signed by Borrower and Lunger.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a value in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

- (A) it an owners association or other entity, called "Owners Association," holds title to Properly for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.
- (B) The following are called the "Conf. want Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's governors, conditions and restrictions; (vi) Other agrivation documents.

I shall parform all of my obligations under inc Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them, I will pay to Lender any amounts which Lundar advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Ceruir and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazard Londer requires, including the and hazards included within the term "extended coverage," and Londer is provided with evidence of such master or blanket policy, then: (i) Lander waives the provision in Paragraph 2(B) above for the monthly payment to Lander of one-twelfth of the estimated yearly premium installments for hazard insurance on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Londer's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any emendment to any provision of Constituent Documents unless the provision is for the express benefit of Lander or of fenders generally; (iii) termination of professional management end assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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25.

At Horrower's reguest, Lender, at its option (but before release of this Beautity Instrument or the full reconveyence of the Property described in the Society Instrument) may land future advances to Borrower, Such ioan will then be additional Sums Secured under this Security instrument,

AGREEMENTS ABOUT LENDER'S RIGHTS 1 6 THE PROPERTY TRANSPERRED

Acceleration of Payment of Sums Secured. Londer may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lander's prior written permission. However, Londer shall not require immediate payment in full if this is prohibited by Foderal Law in effect on the date of the Security Instrument.

If Landar exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I felt to pay all Sums Socied by this Society Instrument Immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me,

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

(1) LENDER LECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;
(11) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE

IN WRITING;

(III) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 19 OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECUFED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS PAID TO LENDER; AND
(IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

THE LOAN MAY BE ASSUMED UNDER ITS THEM EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS & PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY 27.

It will be called a "Breach of Duly" if (i) t do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security instrument; or (iii) any statement made in my application for this loan was materially false or misle ging or if any statement in my application for this loan was materially false or misleading by reason of my onlistion of pertain facts; or (iv) I have made any other statement to Lunder in connection with this loan that is mat rially false or mislanding. If there is a Breach of Duly by me, Lender may demend an immediate payment of all sums socured.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duly unless notice is required by Applicable Law. If Lander does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duly.

If there is a Breach of Outy, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited of prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel, I also agree that Lender may add to the amount that I owe to Lender all legal leas, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.



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Lunder will apply the proposeds from the sale of the Property in the following orders (A) to all font, expenses and dosts incurred in commention with the sale, including trustees' and attorneys' loos, if any; (ii) to all Sums Sucured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it,

LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT 20.

when Lander has been paid all of the amounts secured by this Security instrument, Lunder shall release or cancel this Successy Instrument without charge to me except that I will pay any recordation costs.

STATEMENT OF OBLIGATION 20.

to the extent allowed by law, I will give Londer a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

WAIVER OF HOMESTEAD 30.

My right to any applicable homestead examplion in the Property is walved.

QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the toan rapidly. This team is called a "Quick Qualifying Lean," I have stated and I confirm that: (A) I do not have any other Juick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to Jurther unnumber the Property for at least six months after the date of the Socured Notes and this Becurity Instrument; and (C) If I am purchasing the Property, all of the forms of the purchase agreement submitted to Lendor one true and the entire down payment is cash from my own funds,

if any of the sittlements of feet that I have made are meterfally false or misteading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Londer may, at its option, increase the interest rate and margin subject to the Lifetime Bate Cap stated in the Secured Notes.

OWNER OCCUPANCY

Londer has railed upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my perional and primary residence; (B) i will occupy the Property hot later than 30 days after this Security instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security in frument is recorded.

If any of the statements of fact that 17.710 made are materially false or mislagding, I will be in default under the Secured Notes and this Security Instrument, ... I am in such default, Lender may, at its option, increase OFFIC the Interest rate and margin, subject to the Lifetime fate Cap stated in the Secured Notes.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

Property of Country Clerk's Office.

SY SIGNING BELOW, I account and agree to the promises and agreements contained in this Security Instrument and in any ridar(s) signed by the and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

	SURCHAT CHAVALUK	(Seal)
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ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

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Seriy Or Cook County Clerk's Office

STATE OF ILLINOIS	cape	COUNTY 88:		e e e
I, THE UNDERSIGNED, A NOTATION OF THAT SUKChai	ARY PUBLIC IN A	and for said count	ry and state, d	ON HEREBY CERTIFY
PERSONALLY KNOWN TO ME TO		erson(s) whose nam	Æ(S) AVR	SUBSCRIBED TO
THE FOREGOING TASTRUMENT,	APPEARED BEFOR	RE ME THIS DAY IN	PERSON, AND AC	KNOWLEDGED THAT
THE S	IGNED AND DELIV	TERED THE SAID INS	strument as 🚽	heir pree
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