

PREPARED BY:  
SUSAN E. CHO  
CHICAGO, IL 60659

# UNOFFICIAL COPY

112938382

112938382

RECORD AND RETURN TO:

PACIFIC MORTGAGE COMPANY  
5785 NORTH LINCOLN AVENUE  
CHICAGO, ILLINOIS 60659



(Space Above This Line For Recording Data)

## MORTGAGE

003700171

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 20, 1992  
THO HA TANG  
AND QUYNH CAM TANG, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
PACIFIC MORTGAGE COMPANY

DEPT-01 RECORDINGS 031,50  
T48888 TRAN 4820 12/11/92 10101100  
\$2858 44-92-934382  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 5785 NORTH LINCOLN AVENUE  
CHICAGO, ILLINOIS 60659  
FIFTY THOUSAND  
AND 00/100

Dollars (U.S. \$ 80,000.00).  
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 DECEMBER 1, 2007.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, upon 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

LOT 5 IN BLOCK 8 IN H. O. STONE AND CO'S BER-ELM ADDITION, A  
SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 6,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN AND PART OF THE NORTHWEST 1/4 OF SECTION 7,  
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1,  
1927 AS DOCUMENT 9538701, IN COOK COUNTY, ILLINOIS.

15-07-101-005  
VOLUME 157

which has the address of 5929 CHICAGO AVENUE, BERKELEY  
Illinois 60163  
Zip Code

Street, City,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LAW OFFICES OF (IL) (101)

VMP MORTGAGE FORMS - 1313/293-8100 • 1800/631-7291

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DPS 1088

Form 3014 8/80

Initials: T.H.

31/50  
Q.T.

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Form 3014-B/90  
DPA 1989

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•ALLI 191011

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

Borrower makes payment to Lender may give Borrower a notice indefinitely the lien. Borrower shall notify the lien or take other security instruments. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, or (c) receives from the holder of the lien an agreement satisfactory to Lender's attorney to Lender's opinion opposite to prevail the enforcement of the lien; or (e) sells the property to Lender, if any, Borrower shall pay him on time directly to the Lender; (b) continues in good faith the lien writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the principal and security instruments unless Borrower:

(i) Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipt evidence of the payments;

(ii) the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph;

(iii) obligations in the nature provided in paragraph 2, or if not paid in full manner, Borrower shall pay him on time directly which may attach priority over this Security instrument, and loaned valid payment or ground rent, if any, Borrower shall pay which may attach priority over the ground rent, to Lender, unless and impoundable attorney to the Property until payment is made to Lender, to whom Lender may file a note due; fourth, to principal due; and fifth, to any late charge due under the Note.

4. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2; 1 and 2 shall be applied: first, to any payment due under the Note; second, to amounts due under paragraph 2;

5. Security Instruments. Upon payment in full of all sums accrued by this Security instrument, Lender shall account to Borrower any funds held by Lender, if any, under paragraph 2, or until payment is made to Lender under the same accounted by

of the Property, shall apply any funds held by Lender at the time of acquisition of title to a credit against the amount accounted by funds held by Lender, if any, under paragraph 2.

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

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any

debt to the Funds was made. The Funds are pledged as additional security for all sums accrued by this Security instrument.

Without charge, an annual accounting of the Funds, showing details and debts to the Funds and the amounts for which no Borrower need Lender may agree to writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall use the required to pay Borrower any interest or amounts on the Funds, used by Lender in connection with this provision otherwise. Lender an agreement to make a charge. However, Lender may pay a one-time charge for an independent legal service and Lender to make a charge. Paying the draw term, unless Lender pays, Borrower will apply law requiring the Funds, annually analyzing the account, or if any amount due to Lender is due, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the account, or if any amount due to Lender, Lender shall apply the Funds to pay the (including Lender, if Lender is due, or, similarly) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in a bank account who are deposited by a federal agency, institutionally, or entity

Federal items of otherwise in a state applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimation of expenditure of future sums it expects amount, if so, (under may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 an undated form (a), may require for Borrower's account under the federal Real Estate Settlement Procedure Act of related mortgage (a), in any mortgagor instrument, if any); unless it is a one-time charge instrument, (RESPA), unless item is held by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage instrument, if any); and (d) any sum payable by Borrower to Lender, in any amount, a day time, collects and hold Funds in an amount not to exceed the maximum amount a lender for a federally

lender may, a day time, collects 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 instrument, if any); and (e) yearly mortality hazard or property insurance premium; (d) yearly flood insurance premium;

or ground rents on the Property, if any); (c) yearly hazard or property insurance premium; (b) yearly leasehold payment, and assessment which may attach Security instrument as a lien on the Property; (a) yearly tax on Lender on the day monthly payment due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly tax on

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

principal of and interest on the debt evidenced by the Note and any payment and late charge due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charge. Borrower shall promptly pay when due the

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claim and demands, subject to any encumbrance of record. Borrower warrants grant and convey the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS that Borrower is lawfully holder of the estate hereby conveyed and has the right to mortgage.

Instrument, All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable causes for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property 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 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 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Relieved; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 finally 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 to the permitted limit; and (b) any sum 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 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

OFS 1092

Form 3014 9/00

Initials *T.H.*

ORIGINATOR

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**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.

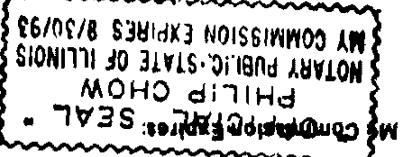
**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

DPS 1003  
Form 3014-B-00  
*T.H.*

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DPS 1094

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Given under my hand and official seal, this 26th day of  
free and voluntary act, for the uses and purposes therein set forth.  
Signed and delivered to the foregoing instrument as THREE  
persons known to me to be the same person(s) whose name(s) appears before  
me this day in person, and acknowledged that THEY  
personally subscribed to the foregoing instrument, appeared before  
county and state do hereby certify that  
, a Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

BORROWER

(Signature)

WITNESS

(Signature)

V.A. Rider

(Signature)

Instument

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the acknowledgments and agreements of each such rider shall be incorporated into and shall amend  
and supplement the acknowledgments and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.

003700171

Adjustable Rate Rider	Graduated Payment Rider	Planned Unit Development Rider	Rates Improvement Rider	Other(s) (Specify)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1-4 Family Rider	Biweekly Payment Rider			
Grandminimum Rider				

Check applicable box(es)