

PREPARED BY:
CINDY CHEN
CHICAGO, IL 60616

UNOFFICIAL COPY

3 2 1 1 4 2 4 0 8 6 1 4 2 4 4

RECORD AND RETURN TO:

MAIL

9211424,

FIRST QUALITY MORTGAGE COMPANY
222 WEST CERMAK-SUITE 304
CHICAGO, ILLINOIS 60616

LNT# 01040543

[Space Above This Line For Recording Data]

MORTGAGE

Property of Cook County Clerk's Office

THIS MORTGAGE ("Security Instrument") is given on JANUARY 28, 1992. The mortgagor is
X KHUONG THI NGUYEN MARRIED TO
BE VAN NGUYEN **

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

RECORDED 01/28/92 03/24/92 14:51:00
100-74-96-22-1-1-244
COOK COUNTY, ILLINOIS

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 222 WEST CERMAK-SUITE 304 CHICAGO, ILLINOIS 60616 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 195,000.00).

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 MARCH 1, 2022. 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:
LOT 2 IN BLOCK 2 IN WINDSOR RIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1989 AS DOCUMENT NUMBER 89375859, IN COOK COUNTY, ILLINOIS.

92114244

**VAN NGUYEN IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
03-05-411-022

which has the address of 470 BRADLEY ROAD, BUFFALO GROVE
Illinois 60089 ("Property Address");
Zip Code

Street, City ,

3150

UNOFFICIAL COPY

~~MR/MRS~~ **Mr**

8 10 2 8025

WMP-6R(II) 91011

If Borrower fails to make timely payment of any sum required under this Security Instrument, Lender may declare the entire amount outstanding under this Security Instrument to be due and payable immediately upon demand.

4. **Charges:** Lenders, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which may accrue during the period in which the same is held by the Lender, and the Lender shall be entitled to recover the same from the Borrower.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lennder exceeded the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, Lennder shall pay the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than thirty days to fund the amount necessary to make up the deficiency. Lennder may so notify Borrower in writing, and, in such case Borrower shall be not subject to pay the Escrow items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay the amount of the Funds held by Lennder at any time is not sufficient to pay the Escrow items when due.

Both ways and either way since in many instances, however, the same sum can be paid on the one hand as on the other without charge.

passed by Leender shall be paid on the funds of the Fund, however, if Leender dies before the funds are paid, the interest shall be paid on the funds, Leender shall leave to Borrower, application of law requires interest to be paid, Leender shall not be required to pay Borrower any interest or earnings on the funds.

entitling the service provider to receive payment from the subscriber, or a payment mechanism whereby the service provider receives payment directly from the subscriber.

The funds shall be held in an institution whose deposit is insured by a federal agency, insuramente, or entity.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future expenses or otherwise in accordance with reasonable law.

1974 as amended by the Act of June 10, 1974, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount.

Under my leadership, we will continue to support our members and their families through difficult times.

the observations of Denevan 8, in lieu of the account of mortuary insulae perfunctus. These items are called "Esserow lems", or "Esserow lems", in accordance with it any; (c) greatly mortgaged insulae perfunctus, if any; and (d) any sums payable by Borrower to Lender, in accordance with

and assessments which may affect the Security Instrument as a lien on the Property; (b) yearly leasehold payments

2. Funds for Premiums and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to [REDACTED] on the due dates and intervals set forth in the Note until the Note is paid in full a sum ("Funds") for (a) ready index

1. **Payment of Principal and Interest:** Prepayment of Principal and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

THE CHIEF USES OF THE INVESTMENT CONTRACT ARE TO SECURE AN INVESTMENT WHICH IS DEDICATED TO THE PURCHASE OF A PROPERTY WHICH IS HELD AS AN INVESTMENT.

THIS SECURITY INSTRUMENT contains uniform provisions for national use and non-uniform conventions with limited effect to any encumbrances of record.

BORROWER'S COVENANTS that Borrower is lawfully settled of the estate hereby conveyed and has the right to mortgage

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

UNOFFICIAL COPY

2018/2019

9 10 11 12

WMP-6R(1L) 19/01

DPS 1092 Form 3014 9/90

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

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 of this Security Instrument or the Note is held invalid or unenforceable, 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

Lender's address, stated herein or in any other address which Lender designates for notices to him, and Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

Prepayment may be made at any time prior to maturity by giving notice in writing to the Noteholder.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) any sums already collected from Borrower which exceed permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceed permitted limits will be retained by Lender to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces the redemption will be treated as a partial repayment without any premium or discount.

seconded by this Security Minister, and (c) agrees that the Board will make any accommodations which regard to the terms of this Security Instrument or to the role without that Board's consent.

Borrower's interest in the Property under the terms of this Security Instrument ("Interest") is not perfectionable or defeasible by filing or recording.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this 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 instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mitigate, garnish and convey the terms of his Security Instrument (b) is not personally obligated to pay the sums

Secured by this security instrument, witness at the time and place:

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condement 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 sum

taking, unless otherwise and under 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.

before the taking. Any damage shall be paid to the owner 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 sum received immediately before the

This Security Instrument shall be reduced by the amount of the proceeds unliquidated by the following reduction:

wherever it is not then due, with any excess paid to the holder in the event of a payment being made to us prior to its due date.

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 value

10. Condemnation: The proceeds of any sale or condemnation of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any
borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

insurance ends in accordance with any written agreement between Rotatorwear and Lender or to satisfy note two.

Payments may no longer be required, at the option of Landlord, if mortgagor becomes entitled to the amount and for the period that Landlord (requires) provided by an insurer approved by Landlord again becomes available and is obtained.

UNOFFICIAL COPY

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 1091

Form 3014 9/90

UNOFFICIAL COPY

Form 3014 Q/90
DPS 1093

23. Whether or not Homestead Borrower waives all right of homestead exemption in the Property.

21, including, but not limited to, reasonable attorney's fees and costs of the evidence.

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; and (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 further informs Borrower of the right to remit late after acceleration and the right to assert in the foreclosure proceeding the non-exclusivity 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

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

As used in this paragraph 20, "Lazaridous Substances" are those substances defined as toxic or hazardous substances by Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures (CLP Regulation).

19. **Salie 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.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security Instrument 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, if those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses of a judgment entitling this Security Instrument, if those conditions are that Borrower: (a) pays all expenses of a judgment entitling this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses of a judgment entitling this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses of a judgment entitling this Security Instrument and the Note as if no acceleration had occurred; (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured shall remain fully effective as if no acceleration had occurred. However, this right to remodel shall not apply in the case of acceleration under paragraph 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 instrument without further notice or demand on Borrower.

17. Transfers of the Property or a Beneficial Interest in Borrower; It is or any part of the property of any interest in 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.

UNOFFICIAL COPY

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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.)
VAN NGUYEN IS EXECUTING THIS MORTGAGE
SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
(Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) (specify) | |

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

Witness

Khuong Thi Nguyen
KHUONG THI NGUYEN/MARRIED TO
VAN NGUYEN

(Seal)

Borrower

Witness

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, Wanda E. Stearns
county and state do hereby certify that BE
KHUONG THI NGUYEN, MARRIED TO VAN NGUYEN**

, a Notary Public in and for said

personally known to me to be the same persons) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of January

My Commission Expires *******
"OFFICIAL SEAL"
WANDA E. STEARNS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 7, 1994
Wanda E. Stearns

Notary Public

Page 8 of 8

DPS 1094