

# UNOFFICIAL COPY

KCM Form 2021A (Rev. 7/21) B

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 2021A (Rev. 7/21) (page 1 of 5 pages)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

which has the address of 760 ROOSEVELT ROAD [Street] 60103 [Zip Code] (Property Address)

HANOVER PARK

\*\*THIS MORTGAGE IS BEING RE-RECORDED THE L-4 RIDER MARKED ON PAGE 3\*\* 07-30-2210-031

PARCEL 1: LOT 30 IN NEW SALEM UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JULY 15, 1980 AS DOCUMENT 25515786, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER OUTLOT 1 APPURTENANT TO PARCEL 1 AS SET FORTH IN THE HARTFORD SQUARE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 19, 1982 AS DOCUMENT 26417658.

91555383

RUST

M

081277819

51277819

THIS MORTGAGE ("Security Instrument") is given on October 9 19 91 The mortgagor is ARNOLD LAU, DIVORCED & NOT SINCE REMARRIED

91555383

MORTGAGE

ICM # 20-10171-3

(Space Above This Line For Recording Date)

92128882

ICM MORTGAGE CORPORATION 6061 SOUTH WILLOW DRIVE, SUITE 300 ENGLEWOOD, COLORADO 80111 ATTN: MARKETING OPERATIONS - PC

91555383

AFTER RECORDING RETURN TO:

9 1 5 5 9 3 1

AUG37839

221001008

92128882 91555383 92128882 91555383



UNOFFICIAL COPY

Property of Cook County Clerk's Office

92100000

92100001

10/12/11

immediately prior to the acquisition.

to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument. Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage the date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

then Lender may collect the insurance proceeds. Lender may use the Proceeds to repair or restore the Property or to pay sums the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim. sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration Unless Lender and Borrower otherwise agree in writing, insurance proceeds that be applied to restoration or repair of the Lender may make proof of loss if not made promptly by Borrower.

premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall to protect Lender's rights in the Property in accordance with Paragraph 7.

be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. This insurance shall be maintained in the amount and for the periods that Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property in good repair and shall promptly give to Lender a notice identifying the item. Borrower shall notify Lender or take care or more of the instrument. Lender may give Borrower a notice identifying the item. Borrower shall notify Lender or take care or more of the instrument. Lender may give Borrower a notice identifying the item. Borrower shall notify Lender or take care or more of the instrument. Lender may give Borrower a notice identifying the item. Borrower shall notify Lender or take care or more of the instrument.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing or extends against enforcement of the lien in legal proceedings which in the Lender's option operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument. Lender may give Borrower a notice identifying the item. Borrower shall notify Lender or take care or more of the instrument.

4. Charges, Taxes, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach or become due over this Security Instrument, and shall promptly pay them on time directly to the obligator as the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the Borrower makes these payments directly. Borrower shall promptly furnish to Lender all receipts evidencing the payments. If

and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any other charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 Security Instrument. Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this instrument. 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, Lender, prior to the acquisition or 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 this instrument.

monthly payments, at Lender's sole discretion. Borrower shall make up the deficiency in no more than twelve months. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months.

annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. Lender may give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying items. Lender shall apply the Funds to pay the Escrow items. Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying items.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying items. Lender shall apply the Funds to pay the Escrow items. Lender is such an institution) or in any Federal Home Loan Bank.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach or become due over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in full of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest, Prepayment 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.

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

28882125

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11. Borrower Not Released, Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification 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 successor 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 Bound, Joint and Several Liability, Co-signer. 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 to Lender and (b) is not a co-signer of this Security Instrument. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note.

13. Lender's Remedies. Lender shall have the right to foreclose on the Property in accordance with the terms of this Security Instrument and to sell the Property to satisfy the debt secured by this Security Instrument. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note.

14. Lender's Remedies. Lender shall have the right to foreclose on the Property in accordance with the terms of this Security Instrument and to sell the Property to satisfy the debt secured by this Security Instrument. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note.

15. Lender's Remedies. Lender shall have the right to foreclose on the Property in accordance with the terms of this Security Instrument and to sell the Property to satisfy the debt secured by this Security Instrument. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note.

16. 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 conversion, 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, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

17. Lender's Remedies. Lender shall have the right to foreclose on the Property in accordance with the terms of this Security Instrument and to sell the Property to satisfy the debt secured by this Security Instrument. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note. Lender shall not be bound by the actions of any co-signer of this Security Instrument who does not execute the Note.

18. Occupancy, Possession, Maintenance and Protection of the Property; Borrower's Loan Agreement, Lender's Remedies. Lender 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 injure the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forbearance 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 impact 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.

6600000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

acceleration and the right to assert in the foreclosure proceeding the non-occurrence of a default or any other defense of Borrower... The notice shall further inform Borrower of the right to reinstate after foreclosure by judicial proceeding and sale of the Property.

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

health, safety or environmental protection. Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that relate to and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this

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

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.

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

uses and to maintenance of the Property. The Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on

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

will also contain any other information required by applicable law. Borrower will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice may be one or more changes of the Loan Servicer unannounced to a sale of the Note. If there is a change of the Loan Servicer,

(known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

12. Sale of Note; Change of Loan Servicer. The Note or a beneficial 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

case of acceleration under Paragraph 17. instrument shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the

instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by this Security Instrument shall remain unchanged. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security

of any other covenants or agreements; (c) pays all charges incurred in entering 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

which they would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower (a) pays Lender all sums

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;

13. Borrower's Right to Reinstatement. 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

31559283

UNOFFICIAL COPY

Property of Cook County Clerk's Office



STATE OF ILLINOIS, County of Cook

I, the undersigned **ARNOLD LAU, DIVORCED & NOT SINCE REMARRIED**, a Notary Public in and for said county and state, do hereby certify that

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

Given under my hand and official seal, this 9th day of October, 1991.

My Commission expires: \_\_\_\_\_

*Arnold Lau*  
Notary Public  
My Commission Expires \_\_\_\_\_

28192126

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Borrower (Seal)

*Arnold Lau*  
ARNOLD LAU  
Borrower (Seal)

Witnesses:  
*Arnold Lau*

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

Adjustable Rate Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Condominium Rider  
 Balloon Rider  
 Second Improvement Rider  
 Second Trust Rider  
 Equity Payment Rider  
 First Party Rider

[Check applicable boxes]

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 recapture costs.

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

24. Failure to this Security Instrument. If one or more items are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such item shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the items were a part of this Security Instrument.

[Check applicable boxes]

UNOFFICIAL COPY

Property of Cook County Clerk's Office



