

UNOFFICIAL COPY

1392 101 1110 10

92253210

[Space Above This Line For Recording Data]

31⁰⁰
8

LOAN NO. 5242621

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 3, 1992**.
The mortgagor is **WILLIAM W. LI AND TINA M. LI, MARRIED TO EACH OTHER**

FD 2310 1992

This Security Instrument is given to **WINDSOR MORTGAGE, INC.** ("Borrower").

IT'S SUCCESSORS AND/OR ASSIGNS

which is organized and existing under the laws of **THE STATE OF ILLINOIS**,
address is **999 WAUKEGAN ROAD,**
GLENVIEW, IL. 60025,

Borrower owes Lender the principal sum of **THREE HUNDRED SEVENTY THOUSAND AND 00/100 Dollars**

(U.S. \$ **370,000.00**). 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 **MAY 1, 2007**.

The 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:

THAT PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 IN GLEN OAK ACRES, BEING A SUBDIVISION IN THE WEST 1/2 OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 0247051 IN BOOK 104 OF PLATS, PAGE 6, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 60 FEET TO AN IRON STAKE, THENCE NORTHERLY 158.32 FEET TO AN IRON STAKE ON THE NORTHERLY LINE OF SAID LOT 70 FEET EAST TO AN IRON STAKE AT THE NORTHWEST CORNER OF SAID LOT 25, THENCE WEST ALONG THE NORTHERLY LINE OF SAID LOT 70 FEET TO AN IRON STAKE AT THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 167.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. **04-25-115-020**

which has the address of **1801 RIDGEWOOD WEST**

GLENVIEW

Illinois

60025

(Street)
("Property Address");

(City)

(Zip Code)

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".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Banking Forms Supply Co., Inc. (800) 448-0656

Page 1 of 8

Initiates JK

Form 3014 9/90

LIF 73014 1/91

UNOFFICIAL COPY
Page 2 of 6
Massachusetts Department of Education

Page 2 of 6

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause. Lennder shall have the right to hold the policies and renewals. If Lennder requires, Borrower shall promptly give to Lennder all receipts of paid

3. **Hazardous or potentially hazardous:** Borrower shall keep the underlying or derivative corrected on the prospectus information accurate. Borrower shall include in the prospectus a disclosure of how it will manage its risk.

Borrower shall promptly disclaim any lien which has priority over the Security interest in the collateral set forth above within 10 days of the giving of notice.

3. Application of Pungentia. Utilizing applicable law providing otherwise, will pay amounts received by Landor under Paragraph 1 and 2 shall be applied; first, to any payable charges due under the Note; second, to a non-
interest due; fourth, to principal due; last, to any late charges due under the Note.

Upon payment; in full of all sums accrued by this Security instrument, Lender will promptly refund to Borrower any funds held by Lender at the time of acquisition of title to, credit interests the sum measured by this Security instrument.

Proposed is a minimum security for all arms acquired by the Security Bureau.

APPENDIX B: THEORETICAL FRAMEWORK

2. Funds for Taxes and Insurance, Subsidiary to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the amount payable under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly insurance which may accrue under this Security instrument as it accrues in the Property; (b) yearly leasehold payments due on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly flood insurance premiums, if issued based on the Property, if any; (e) yearly mortgage insurance premiums; (f) yearly property taxes, if paid in advance, and (g) any amounts called for by the Note to pay taxes and insurance premiums.

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

UNIFORM COVENANTS, LIENPOWER AND LENDER COVENANT AND URGED AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variation by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

Page 1 of 6
Rev. 9/90

Single Family - Funeral/Mortgage Insurance Policy Agreement
Lender: _____ Borrower: _____
In the event that immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this
value of the Property immediately before the taking, is equal to or greater than the amount of the sums secured by this Security
whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the part
in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,
be paid to Lender.

and determine or other taking of any part of the Property, or for convenience in lieu of condominium, are hereby assigned and held
10. Conditionally. The proceeds of any award or claim for damages, direct or consequential, in connection with any
Borrower's notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give
written agreement between Borrower and Lender or applicable law.

mortgage insurance in effect, or to provide a loss reserve, until the reserve for mortgage insurance ends in accordance with any
by an insurer approved by Lender, if mortgagage insurance coverage (in the amount and for the period that Lender requires) provided
required, in the option of Lender, in the case of mortgage insurance coverage, loss reserve payable premiums may no longer be
except, use and retain the same payable when paid by Borrower when the insurance coverage passed or ceased to be in effect, Lender will
mortgage insurance premium being paid by Lender each month a sum equal to one-twelfth of the yearly
mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly
the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If subsequently qualified
substantially equivalent to the mortgage insurance coverage in effect, it cost substantially equivalently to the cost to Borrower required to obtain coverage
insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage
lapse, Borrower shall pay the mortgage insurance as a condition of making the loan secured by this Security.

8. Mortgage Insurance. If Lender required mortgage insurance at the rate and shall be payable, upon notice from Lender to Borrower requesting payment.
disbursement at the Note rate and shall be payable, with interest, upon notice under the date of
lapse. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of
any amounts disbursed by Lender may take action under the Note, paraphraph 7, Lender does not have to do so.

on the Property to make repairs. Although Lender may take action under the Note, paragraph 7, Lender does not have to do so.
secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney fees and entitling
is necessary to protect the value of the Property and Lender's rights to the Property. Lender's actions may include paying any sums
in bankruptcy, probable, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever
Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this
the merger in writing.

of the lease, if Borrower neglects to file to the Property, the leasehold and the fee title shall not merge unless Lender agrees to
of the Property as a principal residence, if this Security instrument is on a leasehold, Borrower shall comply with all the provisions
in connection with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy
gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information)
Security instrument or Lender's security shall also be in default if Borrower, during the loan application process,
debtors for failure of the Borrower's interest or other material impairment of the lien created by this
as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith
impart the lien created by this Security instrument or Lender's security interest, Borrower may cure such a default as follows:
civil or criminal, is begun in Lender's good faith judgment could result in default of the Property or otherwise affecting
Property to determine, if and what beyond Borrower's control, Borrower shall be in default if any forfeiture or execution or proceeding,
circumstances exist which are beyond Borrower's control, Borrower shall not be liable for impairment of the Property, allow the
of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary
Security instrument and shall continue to occupy the Property its principal residence for at least one year after the date
Borrower shall occupy, establish, and use the Property its Borrower's principal residence within sixty days after the execution of this
agreement.

prior to the reorganization shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the
21. the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property
the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone
lapse, Lender or not then due, the 30-day period will begin when the notice is given.

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

UNOFFICIAL COPY

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 Released; 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 Bound; 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 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 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.

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.

21. **Accession to information**. 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 date required to cure the deficiency; (b) the date within 30 days from the date the notice is given to Borrower, by which the deficiency must be cured; and (d) that failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, together with any interest accrued thereon and the right to exercise any rights available to Lender under this instrument.

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 my reasonable costs.

23. **Waiver of attorney fees.** Borrower waives all right of homestead exception in the property.

NON-UNIFORM COVENANTS. Notwithstanding further government and notice as follows:

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.

as if no acceleration had occurred. However, this right to remitute shall not apply in the case of acceleration under paragraph 17.

19. Sale of Notes 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") which collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer without notice to Borrower. If there is a change in the servicer, 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 law.

20. Change in Acceleration Paragraph 17. The notice will include a copy of the new loan agreement if it is different from the original.

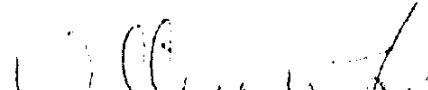
UNOFFICIAL COPY

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. [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"/> 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.

Witnesses:


WILLIAM W. LI

(Seal)
Borrower


TINA M. LI

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

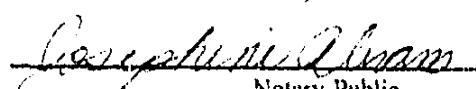
County ss:

I, THE UNDERSIGNED, , a Notary Public in and for said county and state, do hereby certify that WILLIAM W. LI AND TINA M. LI, MARRIED TO EACH OTHER

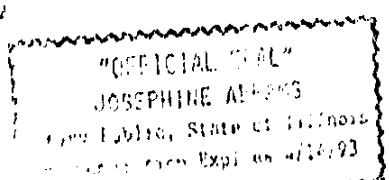
, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

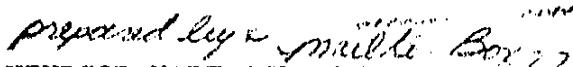
Given under my hand and official seal, this 3RD day of APRIL , 19 92 .

My Commission expires:


Josephine Abrams

Notary Public



Prepared by 
WINDSOR MORTGAGE, INC.
999 WAUKEGAN RD.
GLENVIEW, IL 60025