

PREPARED BY:
EASTERN PIONEER MORTGAGE
CHICAGO, IL 60660

03423372 UNOFFICIAL COPY 9 3 4 2 0 3 / 2

COOK COUNTY, ILLINOIS
FILED FOR RECORD

RECORD AND RETURN TO:

EASTERN PIONEER MORTGAGE CO.

6163 NORTH BROADWAY
CHICAGO, ILLINOIS 60660*****

93 JUN -4 AM 11:09

93423372

[Space Above This Line For Recording Data] 33-
EA

MORTGAGE

304096

THIS MORTGAGE ("Security Instrument") is given on MAY 26, 1993
HONG SHENG GUO
AND YIFEI JIANG, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
EASTERN PIONEER MORTGAGE CO.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 6163 NORTH BROADWAY
CHICAGO, ILLINOIS 60660 ("Lender"). Borrower owes Lender the principal sum of
NINETY SEVEN THOUSAND
AND 00/100 Dollars (U.S. \$ 97,000.00).

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 JULY 1, 2008. 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

PARCEL 1: THE WEST 21.17 FEET OF THE WEST 132.34 FEET OF THE NORTH 1/2 OF LOT 4 IN LAWRENCEWOOD GARDENS, A SUBDIVISION IN THE NORTHEAST 1/4 OF SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

10-30-125-059
VOLUME 127

which has the address of 7911 NORDICA AVENUE, NILES
Illinois 60714 ("Property Address");

[Street, City],

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-ORNL (91011) VMP MORTGAGE FORMS - (313)289-8100 • (800)621-7281

Page 1 of 6

DPS 1000
Form 3014, 9/90

Initials: YJ

UNOFFICIAL COPY

15
Form 301e 300e
Date 30/06/2021

Page 2 of 6

GENL 10211

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

This Security Instrument, Lender may give Borrower a notice detailing the lien. Borrower shall satisfy the lien or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach pursuant to the agreement of the lien; or (c) securities from the holder of the lien in agreement satisfactory to Lender subordinating the lien to by, or defands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promptly disburse any sum which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes direct payments directly to Lender receipts evidencing the payment.

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may still priority over this Security Instrument, and legal proceedings of ground rents, if any. Borrower shall pay

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

refuse monitory 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 secured by this Security Instrument. Lender pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Recrown loans when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender can not be required to pay Borrower any interest or amounts on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

verifying the Recrown loans, unless Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. However, Lender may require Lender to pay a one-time charge for an independent real estate tax reporting service

Recrown loans, Lender may not charge Lender for holding and applying the Funds, usually analyzing the recrown account, or

(including Lender, if Lender is not in default) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Recrown loans or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless mother law then applies to the Funds related mortgagor, Lender may require for Borrower's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect 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 insurance premiums. These items are called "Recrown items," if any: (e) early mortgage insurance premiums, if any; (c) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

Lender in the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

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

principal of and interest on a debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Prepayment and Late Charges. Borrower shall promptly pay whom 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 complies uniformly coverants for additional use and non-uniform coverants with limited

and will defend goodly the title to the Property against all creditors and debtors, subject to any encumbrances of record. Borrower warrants

that and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

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

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

UNOFFICIAL COPY

304096

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 1081

Form 3014 9/90

Initials: JL, GJ

YJ

UNOFFICIAL COPY

5A

Form 3014 8/80
Date 10/22

Page 10

לען-ארון/ ליאון

16. 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 state of California, without regard to conflicts of law principles. The parties hereto hereby consent to the personal jurisdiction of the state and federal courts located in San Francisco, California, over any action or proceeding arising out of or relating to this Security Instrument.

13. Necessity: Any notice to Borrower provided for in this security instrument shall be given by delivery to Borrower at his principal place of business or to his residence or to his address as provided for in this instrument.

Prepared under the Node.

13. Loan Charges. If the loan secured by this Security Instrument is subservient 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 this note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a prepayment without any premium or fee.

12. Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 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 the instrument to the Lender and Borrower and any other party having an interest in the instrument; and (b) is not personally obligated to pay the amount borrowed by this Proprietary under the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, re-borrow or make any accommodations with regard to the terms of this Security Instrument; (d) Note without that Borrower's consent.

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.

11. Borrower Not Released; Further Actions By Lender Not a Waiver: Extension of the time for payment of or otherwise modifying the principal amount of the note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments in paragraphs 1 and 2 of this addendum shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make no 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 waive and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Interest, whether or not then due.

amount of the sum(s) 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, divided by (b) the fair market value of the Property immediately before the taking, whether or not the sum(s) are due.

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 amounts of the sums secured by the Security Instrument held by the trustee before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following ratios: (a) the sum secured by the security instrument shall be reduced by the amount of the proceeds multiplied by the following ratios:

condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, the holder must give

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 specifying termination cause for the inspection.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give instructions as to reasonable times for inspection.

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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

UNOFFICIAL COPY

304096

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))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

HONG SHENG GUO

(Seal)
Borrower

Witness

YIFEI JIANG

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned
county and state do hereby certify that
HONG SHENG GUO AND YIFEI JIANG, HUSBAND AND WIFE

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 26th day of May,

1993.

Deborah Kerr Harris
Notary Public, State of Illinois
Cook County
My Commission Expires 10/7/95

Notary Public

UNOFFICIAL COPY

51

四

110103 (7) 140-0001

<p>21. Acceleration; Remedies. Borrower shall give notice whenever prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the date; (b) the action required; and (c) cure the default if 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 sum secured by this Security Interest; (e) the date acceleration will occur if the default is not cured.</p> <p>22. Release. Upon payment of all sums secured by this Security Interest, Lender shall release this Security Interest without charge to Borrower. Borrower shall pay any collection costs.</p> <p>23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p>	<p>Form 3014 9/90 DWS 1003</p>
--	------------------------------------

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

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 government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower fails to notify Lender of any Hazardous Substance or Environmental Law

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, generation, recycling, or disposal of any solid waste or residuals and to maintainance of the Property.

19. **Sale of Note:** Change of Loan Servicer. The Note or a partial interest in the Note (logbooker with due date) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity holding the instrument. It may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity holding the instrument ("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 address of the new Loan Servicer and the dates 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 capitalization 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 remodelling) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) early of a judgment entitling this Security Instrument to any proceeds of any sums which were held by the Lender under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) pays all other convenants or agreements of any order including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to secure that the item of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sum secured by this Security Instrument had occurred. However, this right to remodel does not apply in the case of acceleration under paragraph 17.

If Leader exercises this option, Leader 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this instrument without notice or demand on Borrower.

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.

UNOFFICIAL COPY

RIDER - LEGAL DESCRIPTION

7 0 4 2 3 3 7 2

PARCEL 1: THE WEST 21.17 FEET OF THE WEST 132.34 FEET OF THE NORTH 1/4 OF LOT 4 IN LAWRENCEWOOD GARDENS, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:
AN UNDIVIDED 1/16TH INTEREST IN THE WEST 15.0 FEET OF SAID LOT 4

ALSO

PARCEL 3:
EASEMENT AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAWRENCEWOOD GARDENS TOWNHOUSE PROJECT DATED FEBRUARY 14, 1962 AND RECORDED FEBRUARY 15, 1962 AS DOCUMENT 1842993, AND BY OF SUBDIVISION RECORDED JULY 31, 1961 AS DOCUMENT 17832529; AND AS CREATED BY THE MORTGAGE RECORDED AS DOCUMENT 18465992.

10-30-125-059
VOLUME 127

93423872

DPS 048

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93423372