

PREPARED BY:
TRINITY MORTGAGE COMPANY
GLEN ELLYN, IL 60137

UNOFFICIAL COPY

93662052

RECORD AND RETURN TO:

TRINITY MORTGAGE COMPANY OF DALLAS
799 ROOSEVELT ROAD-BLDG 3-SUITE 220
GLEN ELLYN, ILLINOIS 60137

BOX 260

[Space Above This Line For Recording Data]

MORTGAGE

14751

93662052

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 1993
(NN) NGHIA D. NGUYEN, SINGLE
(TN) AND TRI NGUYEN, SINGLE
R

(*Borrower"). This Security Instrument is given to
TRINITY MORTGAGE COMPANY OF DALLAS

DEPT-01 RECORDING \$31.00
T#0000 TRAN 3268 08/20/93 10:53:00
\$3021 \$ *-93-662052
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF TEXAS
address is 799 ROOSEVELT ROAD-BLDG 3-SUITE 220
GLEN ELLYN, ILLINOIS 60137
Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED SEVENTY SEVEN THOUSAND TWO HUNDRED
AND 00/100

Dollars (U.S. \$ 177,200.00).

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 SEPTEMBER 1, 2023. 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:
LOTS 41 AND 42 IN BLOCK 1 IN TRYON AND DAVIS ADDITION TO IRVING PARK
SUBDIVISION OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

13-14-110-005

which has the address of 4641 NORTH AVERS, CHICAGO
Illinois 60625 ("Property Address");
Zip Code

Street, City

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

SMI -6R(ILL) 18101

VMP MORTGAGE FORMS · (312)283-8100 · (800)521-7291

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DPS 1089
Form 3014 9/90
Initials: NN
ATN

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**Form 361A 9/90
DPS 1080**

Digitized by srujanika@gmail.com

LWP-6R(L) (8101)

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges Lessor. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lessor all notices of amounts to be paid under this paragraph.

third, to interest dues; fourth, to principal due and less; to my little charges due under the Note; 1 and 2 shall be applied; next, to my property taxes and less due under the Note; secondly, to interest and principal due and less due under the Note.

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

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at 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 for the excess Funds in accordance with the requirements of applicable law; if the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

Borrower and Lender may agree in writing; however, unless such is paid on the 1st day of January, March 1st, June 1st, September 1st, December 1st, or

The Funds shall be held in a depository institution which is insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an entity) 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 the Escrow items, unless Lender pays Borrower interest on the Funds and applies the law permits Lender to make such a charge. However, Lender may require Lender to pay a one-time charge for an independent real estate service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall pay Borrower any interest or earnings on the Funds, however, Lender shall pay Borrower, the interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender shall make arrangements to pay Borrower any interest or earnings on the Funds.

Egerton terms or otherwise in accordance with applicable law.

Leander may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, it so, Leander may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

The provisions of paragraph 8, in the event of the payment of mischievous premiums, cause the holder to render many, at any time, collected and held 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. Section 2601 et seq. ("RESPA"). Unless another law that applies to the Funds

of profound rights on the Hopefly, if any; (c) clearly hazard of people's insurance premiums, (d) clearly need insurance premiums, (e) clearly mitigate insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

Under on the day monthly payables were due under the Note, until the note is paid in full, a sum of \$1,000.00 (One Thousand Dollars) is to be paid monthly.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform convenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, 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".

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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

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Form 3014 9/90
DPS 1082

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AMG-GRILL 801

16. Borrower's Copy: Borrower shall be given one controlled copy of the Note and of this Security instrument.

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15. Governing Law, Severability. This Security Instrument shall be governed by the federal law and the law of the state in which it was executed to the extent such law controls.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing to Borrower at the address set forth above or to his/her place of business or residence if different from the address above, or to his/her electronic mail address if provided by Borrower.

payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

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 limits; then: (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; and (c) any sums already collected from Borrower under this Note or by making a direct payment to a creditor prior to the collection of the principal will be reduced as a result of the payment without any further liability to Borrower.

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 mitigate, prevent and convey that instrument with regard to the terms of this Security instrument as the Lender without the Borrower's consent.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
severed by this Security instrument, whether or not such date.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium owners in 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, in its option, either to restoration or repair of the Property or to the sums paid to Lender by the Condominium Association for the sum.

waking, unless otherwise and under otherwise agree in writing or unless otherwise provided, the proceeds shall be applied to the same secured by this Security Instrument whether or not the sums are then due.

this security instrument shall be rendered by the amount of the proceeds unapplied by the time owing (a) the sum secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

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

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

11. **Proceeds.** The proceeds of any award of claim for damages, direct or consequential, in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

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

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17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1083
Form 3014 9/90

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DPS 1094

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/3/96 page 8 of 8

THEIRSA M. LUPI
OFFICIAL SEAL

My Commission Expires

Given under my hand and official seal, this 18 day of
free and voluntary act, for the uses and purposes herein set forth.
me this day in person, and acknowledged the said instrument as THEIR
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 the said instrument as THEIR
free and voluntary act, for the uses and purposes herein set forth.

TAI NGUYEN, SINGLE

county and state do hereby certify that

NGHIA D. NGUYEN, SINGLE AND

county and state do hereby certify that

TAI NGUYEN, SINGLE

a Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

Borrower

(Seal)

Borrower

(Seal)