

MARIANNE HARRINGTON
CHICAGO, IL 60659

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13894414

COOK COUNTY, ILLINOIS
RECEIVED

OCT 21 PM 1:23

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RECORD AND RETURN TO:

PACIFIC MORTGAGE COMPANY
5785 NORTH LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

[Space Above This Line For Recording Data]

MORTGAGE

1092373

The mortgagor is

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21, 1993
WILLIAM TAY
AND AMY TAY, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
PACIFIC MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 5785 NORTH LINCOLN AVENUE
CHICAGO, ILLINOIS 60659
and whose
("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED
AND 00/100

Dollars (U.S. \$ 285,900.00)

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 NOVEMBER 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:

LOT 3 IN ST. LAWRENCE PLACE UNIT ONE, BEING A RESUBDIVISION OF THAT
PART OF THE EAST 1/2 OF BLOCK 9 IN DEARBORN PARK UNIT NUMBER 2 BEING
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

17-21-211-071

which has the address of 1428 SOUTH PLYMOUTH COURT, CHICAGO
Illinois 60605
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT
13894414

www.MORTGAGEFORMS.COM 1-800-227-6221 404-411-2221

DPS 1029
Form 3014 9-90
6/3/2013
A.J.

BOX 333

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Form 3014 999
DPS 1999

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AMD - GRILLI 9/11

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

This Security instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or other determinants of the lien; or (c) securites from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another instrument of the lien; in, legal proceedings which in the Lender's opinion operate so present the by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate so prevent the attorney to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) releases in good faith the lien unless Borrower: (a) agrees in

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

In the person and 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 that manner, Borrower shall pay them on time directly which may attain priority over this Security instrument, and Lender shall pay him directly.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions of whatsoever kind, to the Property, 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 payment of charges due under the Note, second, to amount payable under paragraph 2;

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

this Security instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition of sale of a credit account the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition of sale

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

overdue monthly payment, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency in no more than time is not sufficient to pay the taxes 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 is made to Lender by Borrower to pay the amount permitted to be held by applicable law, Lender shall account to Borrower

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as and hold security for all sums secured by this Security instrument without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, Lender shall not be required to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

and Lender may not charge Borrower for holding and applying the Funds, usually, and paying the Lender to make such a charge. Excepting the taxes, unless Lender has a valid reason to do so, Lender may not charge Borrower for holding and applying the Funds, usually, and paying the Lender to pay the Funds to pay the outstanding balance of the Note, unless Lender is such a institution whose deposits are insured by a federal agency, insurability, or entity

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

exceptwise 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 lessor amount, if so, Lender may, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as mandated from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage loan may require for Borrower's services 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 "Escrow Items," if any: (e) ready mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) ready hazard or property insurance premiums; (d) ready flood insurance premiums, and assessments which may attach priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments 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

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 payment and late charges due under the Note.

1. Payment of Premiums. Borrower and Lender covenant and agree as follows:

(1) FORM OF COVENANTS. Borrower and Lender covenant and cover the following real property.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants which limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Instrument All of the foregoing is referred to in this Security instrument as the "Property."

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

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RIDER - LEGAL DESCRIPTION

LOT 3 IN ST. LAWRENCE PLACE UNIT ONE, BEING A RESUBDIVISION OF THAT PART OF THE EAST 1/2 OF BLOCK 8 IN DEARBORN PARK UNIT NUMBER 2 BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 8 THENCE NORTH ON THE EAST LINE OF SAID BLOCK 8, 144.0 FEET; THENCE WEST PERPENDICULAR TO THE EAST LINE OF SAID BLOCK 8, 105.0 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK 8; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 1/2 OF SAID BLOCK 8, 144.23 FEET TO THE SOUTH LINE OF SAID BLOCK 8; THENCE EAST ON THE SOUTH LINE OF SAID BLOCK 8, 105.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

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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 Project 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 on Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1091

Form 3014 - 9-90

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DPS 1092 Form 3014 9-50

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

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing 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 implemented 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; and (b) any sums already collected from Borrower which exceed the permitted limits will be repaid 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 premium to Borrower.

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, except to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower, jointly and severally, for all sums due under this Security instrument and any other agreement between Lender and Borrower.

11. Borrower shall not keep aside; forgive, waive, or remit any part of the principal amount of the loan or any interest thereon or any fee or charge thereon or any other amount due under this Note or the Promissory Note or any other instrument or agreement between the parties hereto, except as otherwise provided in this Note.

Please, Leader and Borrower, otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment(s) 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 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 required by this Security instrument, whether or not then 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 the sums are then due; whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the sum 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 before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument before the taking shall be reduced by the amount of the sums secured by this Security instrument before the taking.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the Property; Leader shall give Borrower notice at the time of or prior to an inspection specifically regarding cause for the inspection.

payable may no longer be required if the option of Leader, or if more than one party to the agreement, elects to terminate the agreement.

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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. These 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 terms 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 1093
Form 3014, 9/90

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DPS 104

Form 301a 9-90

545-5-14

681111-322-01

This instrument was prepared by:

My Commission Expert

Given under my hand and official seal, this 3rd day of October, 1991
Signed and delivered the said instrument as THIS tree and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
personally known to me to be the same persons whose name(s)

the WILLIAM TAM AND AMY TAM, HUSBAND AND WIFE
I, Notary Public in and for said county and state do hereby certify
County of COOK

-Borrower
(Seal) _____ -Borrower
(Seal) _____

-Borrower
(Seal) _____ -Borrower
(Seal) _____

-Borrower
(Seal) _____ -Borrower
(Seal) _____

- WITNESSES:
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.
- Check applicable boxes []
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Family Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> |

24. Rider: In this Security instrument, if one or more riders are executed by Borrower and recorded together with this
Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement

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