PROMANEN BY & MAIL TO

WEEAV MORIGAGE CORPORATION 1815 S. MEYERG ROAD, SUITE 610 OAKEROOK TERRACE, IL 60181

Loan #: 6518742 Process #:

93251537

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#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

March 30

. 19 93

The mortgagor is

THOMAS MOUANGSAVANE and PING MOUANGSAVANE, HIS WIFE

("Borrower").

This Security Instrument a given to

PACIFIC MORTGAGE COMPANY

whose address is

5785 NORTH LINCOLN AVENUE, CHICAGO, IL 60659

("Londer").

Borrower owes Lender the principal start of

Sixty Six Thousand Four Hundred and No/100

Dollars (U.S. \$ 66,400.00 ). 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 April 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:

SEE EXHIBIT "A" ATTACHED HERETO AND WOE A PART HEREOF.

3251537

COOK COUNTY, ILLINOIS FILED FOR RECORD

93 APR -6 AMII: 46

93251537

which has the address of

6061 NORTH PAULINA STREET

CHICAGO

---- 60660

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Illinois

17 in Cortal

("Froperty Address");

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 seised of the estate hereby conveyed and has the right to 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.

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

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

BOX 333

Form 3014 9/90 (3/91)

Page 1 of 4

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UNIFORM COVENANTS Proposer and Lander covers if and harve as lolow.

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

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

lesser amount. It so, Lender may, at any time, coincit and noid funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting 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 not be required to pay Borrower any interest or earnings on the Funds. Horrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender shall account to Borrower shall pay to Lender shall account to Borrower shall pay to Lender shall account to Borrower shall pay to Lender the Panount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender, prior to the acquisition or sale of the Property, shall apply any Funds led by Lender at the time of acquisit

Upon payment in fult of all sums secured by this Security Instrument, Lender, Fly under passenged 21, Lender shall acquire or self the Property, Lender, prior to be acquisition or sale or the Property, shell apply any Punis ledd by Lender at the time of acquisition or sale as a credit against the sums secured by the Property, Lender, prior to the equisition or sale of the Property, shell apply any Punis ledd by Lender at the time of acquisition or sale as a credit against the sums secured by the Property and Property an

attorneys' fees and entering on the Property to make repairs. Anthough Lenger may take action and the second 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 mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

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If substantially equivalent mortgage insurance coverage is not spailible, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by porrower 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 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 ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

8. \*\*Laspens\*\* the time of prefix to arian pection specifying reasonable cause tor une aspectave.

18. \*\*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.

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18. \*\*Laspens\*\* the time of the Property in the proceeds shall be applied to the sums secured by this security Instrument interests the property in which the fair market market the property in the proceed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this security Instrument shall be prefixed 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, divided by (b) the fair market value of the Property inmediately before the taking is loss than the amount of the sums secured immediately before the taking is loss than the amount of the sums secured immediately before the taking is loss than the amount of the sums secured by the fair market value of the Property in which the fair market value of the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnat offers to make anyward or settle a ciain for damages, Burrower fairs to respond to Lender within 30 days after 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 to the proceeds and the amount of such payments.

18. \*\*Borrower for Section of the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument and the proceeds and proceeds and proceeds and proceeds and

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 producted by federal law as of the date of this

Security Instrument.

If Londer 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 Borrover 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) pay Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cases 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 limit of this Security Instrument, Lender's rights in the Property and 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.

continue unchanged. Opon termination by Annielland States of Moderation 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 more than the address of the Note. If there is a change of the Loan Servicer will be given written untice 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. Hamerdean 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, disposal, storage, or release of any Hazardous Substances in a 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 authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all security remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" gasoline, kerosene, other flammable or toxic petroleum products, toxic pasticides and herbicides, volatic subsects, materials cont

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 reinstake 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 proceeding the manufacture payment in full of all sums secured by this Security Instrument without further demand and 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. 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(cs)]. Adjustable Rate Rider ] 1-4 Family Rider Candominium Rider **Biweckly Payment Rider** Graduated Toyment Rider Planned Unit Development Rider Balloon Kide: Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Burrower 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. Witnessen: (Scal) MOJANGS Security Number: ..(Scal) 346-74-5199 Social Security Number: .....(Scal) Social Security Number: .....(Scal) Sorie! Security Number:

State of Illinois.

COCK

County ss:

The foregoing instrument was acknowledged before me this THOMAS MOUANGSAVANH and PING MOUANGSAVANH

Witness my hand and official scal.

BOY60 day of

SEAL OFFICIAL HARRY K. MAYEDA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES

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EXHIBIT "A"

#### PARCEL 1:

THE EAST 25 FEET AND 9 INCHES OF THE WEST 216 FEET OF LOT 1 IN G.L. DROLLINGER'S RESUBDIVISION OF THE NORTH 148 FEET OF THE SOUTH 296 FEET (EXCEPT THE EAST 114 FEET) OF LOT 2 IN THE ROSEHILL CEMETERY COMPANY'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART TAKEN FOR GLENLAKE AND PAULINA STREET)

ALSO

#### PARCEL 2:

THE EAST 10 FEET OF THE WEST 7.25 FEET OF LOT 1 IN G.L. DROLLINGER'S RESUBDIVICION OF THE NORTH 148 FEET OF THE SOUTH 296 FEET (EXCEPT THE EAST 114 FEET ) OF LOT 2 IN THE ROBEHILL CEMETERY COMPANY & SUBDIVISION OF THE

SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART TAKEN FOR GLENLAKE AND PAULINA STREET) ALL IN COOP COUNTY, ILLINOIS.

> 14-06-222-044 (AFFECTS PARCEL 1) 14-06-222-045 (AFFECTS PARCEL 2) PERMANENT INDEX NUMBER:

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