

PREPARED BY:
SUSAN E. CHANG
CHICAGO, IL 60659

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

94354435

1994 APR 20 AM 9:46

94354435

RECORD AND RETURN TO:

PACIFIC MORTGAGE COMPANY
5785, NORTH LINCOLN AVENUE
CHICAGO, ILLINOIS 60659

BOX 71

[Space Above This Line For Recording Data]

MORTGAGE

The parties hereto, Pacific Mortgage Company, Illinois, hereinafter referred to as "Lender"; and **HI WON CHANG AND CHUAN TEH CHANG, WIFE AND HUSBAND**, Illinois, hereinafter referred to as "Borrower", jointly and severally, for the sum of One Hundred Thousand Dollars (\$100,000.00) or less, at their option, payable to Lender, on or before May 1, 2009, or earlier if required by law, do hereby mortgage, sell, convey, and grant unto Lender all their right, title, and interest in and to the following described property.

This Mortgage ("Security Instrument") is given on **APRIL 5, 1994**. The mortgagor is **HI WON CHANG AND CHUAN TEH CHANG, WIFE AND HUSBAND**.

This Security Instrument is given to secure payment of indebtedness, now existing and/or hereinafter arising, due by Borrower to Lender.

This Security Instrument secures payment of indebtedness arising from the making of advances by Lender to Borrower to pay in part the amount of principal sum required by Borrower to purchase all or any part of the described property, or to refinance any part of the described property.

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which has the address of **9031, BRONX AVENUE, SKOKIE, ILLINOIS, 60077** ("Property Address"); and, the zip code of **60077** ("Zip Code")

Street, City,

Illinois. This instrument is given to secure payment of indebtedness arising from the making of advances by Lender to Borrower to purchase all or any part of the described property.

THIS Single Family Mac/Freddie Mac UNIFORM INSTRUMENT

FORM 3014 8/90

ILLINOIS-Single Family Mac/Freddie Mac UNIFORM INSTRUMENT

FORM 3014 8/90

ILLINOIS-Single Family Mac/Freddie Mac UNIFORM INSTRUMENT

UNOFFICIAL COPY

H.D.C.

C-2-C

Form 301A 9/90
DPS 1080

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GRILL 10101

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

If Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to enforcement of the lien; or (e) 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; (n) consents in good faith the lien by, or defends against enforcement of the lien prior to the date payment of the property over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (c) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (d) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (e) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (f) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (g) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (h) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (i) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (j) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (k) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (l) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (m) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (n) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (o) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (p) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (q) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (r) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (s) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (t) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (u) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (v) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (w) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (x) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (y) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (z) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish 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 that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay upon payment in full of the amount of all taxes, assessments, charges, fines and impositions attributable to the property.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable 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 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any funds held by Lender. If, under paragraph 2, 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 funds held by Lender.

For the excess funds in accordance with the requirements of application of law, if the amount of the funds held by Lender is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the funds held by Lender exceed the amounts permitted to be held by application of law, Lender shall account to Borrower debt to the funds was made. The funds are pledged as additional security for all sums secured by this security instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the funds and the proceeds for which each without charge, an annual accounting of the funds, showing credits and debts to the funds and the proceeds for which each time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months.

Escrow items, unless Lender may agree to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, shall be paid on time of application of law, unless an agreement is made of a charge. However, Lender may require to pay a one-time charge for an independent real estate tax reporting service a applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the funds, application of law requiring Escrow items, unless Lender may not charge Borrower for holding the funds, annually analyzing the escrow account, or Escrow items, Lender may not charge Borrower for holding the funds, unless Lender to make such a charge. However, Lender may agree to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, shall be paid on time of application of law, unless an agreement is made of a charge. Escrow items, unless Lender may agree to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, shall be paid on time of application of law, unless an agreement is made of a charge.

The funds shall be held in an institution whose depositors 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

principal of and interest on the funds or otherwise in accordance with applicable law.

Escrow items due on the basis of current data and reasonable estimates of expenditures of future 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 260 et seq. ("RESPA"), unless another law applies to the funds related mortgage loan, may require for Borrower's escrow 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 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) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, or ground rents on the property, if any; (c) yearly monthly payment of insurance premiums, (b) yearly leasehold payments and assessments which may attach priority over this Security Instrument as a lien on the property; (a) yearly taxes 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 Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed as the "Property".

All will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants and will convey the Property and that the Property is unencumbered, except for encumbrances of record.

TODAY 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".

UNOFFICIAL COPY

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, *see page 16*.

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 requisition 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 regulation), 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 1981
Form 3014-9/90

Initials: C.J.C
H.W.C

A.S. 000-12345

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H.W.C.

Initials CTC.

Form 301A 8/80

DPS 1082

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Land -ER(1L) 191011

16. Borrower's Copy. Borrower shall be given one conformed 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 in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be construed without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower shall be given in writing and the Note and of this Security Instrument shall be given to Borrower or Lender when given as provided in this paragraph.

Security Instrument shall be deemed to have been given to Borrower if any other address designated by notice to Borrower. Any notice provided for in this paragraph is addressed to Lender's address stated herein to Lender unless otherwise specified by notice to Lender. Any notice to Lender shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice shall be directed to the Property Address if by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address prepared charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a fee which exceeds maximum loan charges, Lender may choose to make this Security Instrument a part of the Note without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) any sums already collected from Borrower which exceed principal will be refunded to Borrower.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

11. Borrower Not Released; Foreclosure Note and Waiver. Extension of the time for payment of such payments.

make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent,

10. Condemnation. The proceeds of any award, or claim or otherwise arising out of condemnation, are hereby assigned and

9. Inspection. Lender or its agent may make reasonable inspections upon and inspecting of the Property. Lender shall give

8. Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

7. Premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage pay

6. Payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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 such exercise is prohibited by federal law as of the date of this Security Instrument.

.OPTIONAL SECT.

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 1093
Form 3014 9/90
Initials: C.T.C
H.W.C

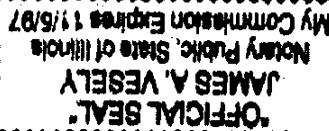
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Form 3014 9/90

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MD-6R(L) 10212102

DPS 1094



This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 5 TH day of APRIL 1994
Signed and delivered the said instrument as THEIR free 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 they
personally known to me to be the same person(s) whose name(s)

that HI WON CHANG AND CHUAN TEE CHANG, WIFE AND HUSBAND
1. JAMES A. VESELY, a Notary Public in and for said county and state do hereby certify
County ss: COOK
STATE OF ILLINOIS,

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

CHUAN TEE CHANG
HI WON CHANG
Borrower _____
(Seal) _____

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 box(s):
- Adjustable Rate Rider
 - Graduate Payment Rider
 - Biweekly Payment Rider
 - Condominium Rider
 - 14 Family Rider
 - Plain Unit Development Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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UNOFFICIAL COPY

1-4 FAMILY RIDER

Assignment of Rents

DEC 1993

THIS 1-4 FAMILY RIDER is made this 5TH day of APRIL 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to PACIFIC MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9031 BRONX AVENUE, SKOKIE, ILLINOIS 60077
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers,awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods; attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security instrument. All of the foregoing together with the Property described in the Security Instrument (or the household estate if the Security instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. BORROWER'S RIGHT TO REINSTATE DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

THE PARTIES AGREE THAT THE PROVISIONS OF PARAGRAPH 21 OF THE SECURITY INSTRUMENT ARE IRREVOCABLY MADE A PART OF THIS DOCUMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

UNOFFICIAL COPY

DPS 1083

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

CHUAN TEH CHANG

HI WON CHANG

Chuan Teh Chang
Hi Won Chang

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Security instrument.

I. CROSS-DEFALUT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the law interest shall be a breach under the Security Instrument and Lender has

waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Judicially appointed receiver, may do so at any time when a default occurs. However, Lender, or Lender's agents or a manager of the Property before a judicially appointed receiver, shall not be required to enter upon, take control of or

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Government Law.

Without any showing as to the inadequacy of the Property as security,

apportioned to take possession of and manage the Property and collect the Rents and profits derived from the Property receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property, on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, receiver's fees, premiums and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums and provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of Rents due and unpaid to Lender, or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and receive all of the Rents of the Property; (iii) Lender shall be entitled to collect and receive all the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender gives notice of breach to Borrower; (ii) all Rents received by Borrower shall be held by Borrower as trustee