

(2) PREPARED BY:  
SUSAN E. CHANG  
CHICAGO, IL 60659

# UNOFFICIAL COPY

RECEIVED  
RECORDED  
CLERK OF THE CO.

DEC 25 1994 AM 8:37

95008229

RECORD AND RETURN TO:

PACIFIC MORTGAGE COMPANY  
5785 NORTH LINCOLN AVENUE  
CHICAGO, ILLINOIS 60659

Space Above This Line For Recording Data

94-007-0193

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 23, 1994  
WAI KUEN KWOK, \*MARRIED TO MEI WAH CHEUNG AND CHI KAM KWOK,  
MARRIED TO MEI WAH CHEUNG\*\*

\*DIVORCED AND NOT SINCE REMARRIED  
("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  
ONE HUNDRED THOUSAND AND 00/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2025. 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:

THE EAST 24.0 FEET OF THE WEST 47.0 FEET OF THE NORTH 125.0 FEET OF LOTS 12 TO 42 BOTH INCLUSIVE AND VACATED ALLEYS TAKEN TOGETHER AS A TRACT OF LAND IN BLOCK 4 IN SPRINGER AND FOX'S ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*WAI KUEN KWOK AND MEI WAH CHEUNG ARE EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

17-32-105-001-0000

which has the address of 1355 WEST 31ST PLACE, CHICAGO  
Illinois 60608

Street, City

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

U.S. GPO: 6RIL 34051

U.S. GOVERNMENT PRINTING OFFICE: 1990-521-7291

Page 1 of 9

Initials

W.K.  
C.K.

DPS 1089

BOX 333-CTI

# UNOFFICIAL COPY

Form 3014-9-30  
DMS 1990

Page 2 of 6

WMP-6R(1) 04/04

this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priorly over any interest of the Lien or (c) secures from the holder of the Lien an assignment satisfactory to Lender subordinating the Lien to the Property or delinquent enforcement of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment secured by the Lien in a manner acceptable to Lender; (b) constitutes in good faith the Lien Borrower shall promptly discharge any Lien which has priority over this Security Instrument unless Borrower shall pay to the Lender all amounts due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the Person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the Lender in that manner. Borrower shall pay them on time directly these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay to the Lender in any event, Borrower shall pay to the Lender directly any amount paid by Lender under this paragraph which may attain priority over this Security Instrument, and lessees held pay to the Lender directly what may be applicable law provides otherwise, all payments received by Lender under paragraph 2.

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

5. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

Lender shall be applied first, to any payment charges due under the Note; second, to amounts payable under paragraph 2;

this Security Instrument.

6. **Interest:** (f) unless otherwise provided in full or all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Property, shall apply any Funds held by Lender at the time of acquisition or sale to the acquisition or sale of the Property, (f) under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, funds held by Lender to make up the deficiency in no more than twelve months, unless Lender agrees 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.

7. **Excess Funds:** In accordance with the requirements of applicable law, Lender shall account to Borrower at any time it 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 excess Funds in accordance with the requirements of applicable law, Lender held by Lender to Borrower to be held by Lender exceeding the amounts permitted to be held by Lender under this Security Instrument.

8. **Deficiency:** The Funds were made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

9. **Annual Accounting:** An annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, and Lender may agree to write, unless applicable law provides otherwise, Lender shall give to Borrower, Borrower and Lender may agree to write, however, that interest shall be paid on the Funds, Lender shall account to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise, Lender in agreeing to receive such a charge, however, Lender may require Borrower to pay a one-time charge for an independent road estate tax reporting service.

10. **Escrow Items:** unless Lender pays Borrower under this Security Instrument, or in any event, Lender may require Borrower to pay a charge, however, Lender may not charge Borrower for holding and applying the escrow account, of escrow items, Lender may not charge Borrower for holding and applying the escrow account, or in any event, Lender shall apply the Funds to pay the escrow account, if Lender is such as an institution which is insured by a federal agency, instrumentality, or entity.

11. **The Funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity.**

12. **Funds or otherwise in accordance with applicable law:** Escrow items or otherwise in accordance with applicable law.

13. **Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future losses a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a demand from time to time, 12 U.S.C., Section 260 et seq. ("KSFA"), unless another law that applies to the Funds 1974 as amended relates to any liability for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, or any other law, collects and holds Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan, in lieu of the payment of insurance premiums. These items are called "Escrow Items."**

14. **Provisions of Paragraph 8:** in lieu of the payment of insurance premiums, if any; and (ii) any sums payable by Borrower to Lender, in accordance with (d) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (b) yearly leasehold insurance premiums, and assessments which may attain priority over this Security Instrument as a Lien on the Funds; (a) yearly taxes and day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, Borrower shall pay to Lender.

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

16. **INFORMATION GOVERNANTS:** Borrower and Lender cover all agreements and agree as follows:

17. **THIS SECURITY INSTRUMENT** constitutes a mutual security instrument covering real property.

18. **Variances by jurisdiction to constitute a mutual security instrument use and non-uniform coverments with limited grant and convey the Property and that the Property is unique and that the Property is unique and that the Property is unique and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.**

19. **BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagage.

20. **Instrument:** All of the foregoing is referred to in this Security Instrument as the "Property".

21. **TODGETHER WITH** all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security

# UNOFFICIAL COPY

9-1007-0193

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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 attorney's 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

Form 3014 9/90

DPS 1091

Initials: W.K  
C.K

# UNOFFICIAL COPY

C.K

W  
Date 1998

Form 301A 9/90

Page 4 of 6

Form 301A 9/90

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise specified below. The notice shall be directed to the Proprietary Address of any other address Borrower provided for in this Security Instrument shall be given by delivery in or by fax to the address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address of any other address Borrower designates by notice to Lender.

11. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by fax to the address of any other address Borrower designates by notice to Lender.

12. **Prepayment charge under the Note.**

Borrower to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a draw to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to loan exceed the permitted limit; then: (a) any such loan charge shall be reduced or to the extent in connection with the loan 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 limit, then: (a) any such loan charge shall be subject to a law which sets maximum loan charges, and (b) Lender is entitled to finally interpret this section by this Security Instrument is subject to a law which sets maximum loan charges.

13. **Loan charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Secured by this Security Instrument and (c) agrees that Lender and any other holder hereof may agree to extend, modify, shorten or Borrower's interest in the Property under the terms of this Security Instrument: (b) is not personal, obligated to pay the sum Borrower's interest in the Property under the Note: (a) is co-signing this Security Instrument only to the extent necessary to reduce the instrument but does not exceed the Note: (a) joint and several. Any person who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. However, a waiver's coverings shall be joint and several. Any person who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The coverings and agreements of this Security instrument shall be joint and several. Any person who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17.

11. **Borrower Not Released; Forfeiture By Lender Not a Waiver.** Extension of the time for payment of modification of any right or remedy.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

exceed the date of the monthly payments referred to in paragraphs 1 and 2 of this instrument of such payments.

Lender and Borrower, whether or not then due, secured by this Security instrument, whether or not then due,

Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums

awarded or settled a claim for damages. Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemner offers to make an

award of the sums secured by this Security instrument whether or not the sums are then due.

be applied to the sums secured by this Security instrument whether or not the sums are then due.

lacking, unless Borrower and Lender, otherwise agree to written or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

before the taking. Any balance shall be paid to the amount of the proceeds immediately before the taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument, multiplied by the amount of the proceeds immediately before the taking, divided by the total

Security instrument, immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument,

shall be paid to Lender.

good deminutum of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an application specifically resounding cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give

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

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

that Lender (reduces) provided by an insurer approved by Lender against becomes available and for the period

payments may no longer be required, at the option of Lender, if mortgage coverage in the amount and for the period

he in effect, Lender will accept, use and retain these premiums being paid by Borrower when the coverage is passed to Lender each month a sum equal to

one-twelfth of the yearly mortgage insurance premium being paid by Borrower to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

# UNOFFICIAL COPY

24-007-0193

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**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 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

Form 3014 9/90

DPS 1093

VMP -6R(1) (8405)

Page 5 of 6

W.K  
C.K

# UNOFFICIAL COPY

015 1094

Form 301A 9/90

6RILL 91-6

This instrument was prepared by [Redacted]

Al's Construction Fitters

Given under my hand and official seal, this

23 day of October, 1994.

Signed and delivered the said instrument as THIS/HER free and voluntary act, for the uses and purposes herein set forth,  
and acknowledged that WE THE subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose name(s)

MEI WAI CHEUNG \*  
WAI KUEN KWOK, MARRIED TO MEI WAI CHEUNG AND  
that WAI KUEN KWOK, MARRIED TO MEI WAI CHEUNG AND CHI KAM KWOK, MARRIED TO MEI WAI CHEUNG  
, Notary Public in and for said county and state do hereby certify

(County ss)

COOK

STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

MEI WAI CHEUNG  
CHI KAM KWOK, MARRIED TO  
CHI KAM KWOK, MARRIED TO  
(Seal)

WAI KUEN KWOK, MARRIED TO  
WAI KUEN KWOK, MARRIED TO  
(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.  
Address:

THE PURPOSE OF MAINTAINING ANY AND ALL MARITAL AND HOMESTAD RIGHTS.

\* \* \* \* \* SECURITY AGREEMENT THIS MORTGAGE SOLELY FOR  
V.A. Rider  
Balloon Rider  
Planned Unit Development Rider  
Biweekly Payment Rider  
Family Rider  
Candidatum Rider  
1-4 Family Rider  
Other(s) [Specify] \_\_\_\_\_  
 Adjustable Rate Rider  
 Fixed Rate Rider  
 Biweekly Payment Rider  
 Planned Unit Development Rider  
 Balloon Rider  
 Second Home Rider  
 Other(s) [Specify] \_\_\_\_\_

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.

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

26. 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.

27. Release. If prior to the date specified in this Security Instrument, Lender shall release this Security Instrument  
before the date specified in the notice, Lender shall demand and may foreclose this Security Instrument by judicial  
proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
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  
proceedings, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
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, forclosure by judicial proceeding and sale of the Property. If the default is not cured on  
or before the date specified in the notice to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
monetary Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, forclosure by judicial proceeding and sale of the Property. The notice shall further  
(d) in date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applyable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

# UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

94-007-0193

THIS ADJUSTABLE RATE RIDER is made this 23RD day of DECEMBER 19 94, 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 Adjustable Rate Note (the "Note") to PACIFIC MORTGAGE COMPANY

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

1355 WEST 31ST PLACE, CHICAGO, ILLINOIS 60608

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.5000 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) CHANGE DATES

The adjustable interest rate I will pay may change on the first day of JANUARY 19 96, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

##### (B) THE INDEX

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) CALCULATION OF CHANGES

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage point(s) (+ 3.0000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first Change Date will not be greater than 9.5000 % or less than 5.5000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (+ 2.0000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.5000 %, which is called the "Maximum Rate."

##### (E) EFFECTIVE DATE OF CHANGES

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### (B) FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE CONVERSION OPTION

##### (A) OPTION TO CONVERT TO FIXED RATE

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

