

# UNOFFICIAL COPY

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R DEPT-01 RECORDING 038.00  
T 0004 TRAH 27 02/22/95 14122100  
S 1746 LF 3-65-123924  
COOK COUNTY RECORDER

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This instrument was prepared by:

MAIL  
TO

HUNG-TZAW TAI AND YU TAI

(Name)

570 WINNETKA AVE., WINNETKA, IL 60093

(Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22, 1995. The mortgagor is \*\* HUNG-TZAW TAI AND YU TAI, HUSBAND AND WIFE AS JOINT TENANCY \*\* ("Borrower"). This Security Instrument is given to \*\* WEN YANG AND AN CHI YANG, HUSBAND AND WIFE\*\* which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 2950 SOUTH QUINN STREET, CHICAGO, IL 60608 ("Lender"). Borrower owes Lender the principal sum of \*\* ONE HUNDRED THOUSAND ONLY \*\* 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 DEMAND. 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:

### LEGAL DESCRIPTION:

LOT 37 IN BLOCK 3 ARCHER ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-28-213-044-0000

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which has the address of 220 WEST 23RD PLACE, CHICAGO, IL  
(Street) (City)

Illinois 60616 ("Property Address");  
(Zip Code)

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

Form 3014 8/90 (page 1 of 6)

BANKERS SYSTEMS, INC., ST CLOUD MN 56302 (1-800-307-2341) FORM MD-HL 3/20/91

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property 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 sum 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 remain, 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, or condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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[View Details](#)

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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 of this Security Instrument or the Note is held invalid or unenforceable, such provision shall not affect other provisions of this Security Instrument or the Note.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in as hy-  
pocritical manner as practicable.

**13. Loan Charter.** If the loan received by this SecuritY instrument is subject to a law which sets maximum loan charges, and this law is finally interpreted so that the interest or other kind charges called for to be collected in consequence of the loan exceed the permitted limit, then: (a) to such loan charge shall be reduced by the amount necessary to reduce the loan charge below the permitted limit; (b) any sum already collected from Borrower which exceeded permitted limits will be repaid to Lender; (c) any sum already collected from Borrower which exceeded permitted limits will be repaid to Lender, and (d) if a refund reduces principal, the reduction will be treated as a general prepayment without any direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a general prepayment without any direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a deposit to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The conventions and agreements of little security instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of little security instruments which provide for the transferability of little security instruments.

11. Borrower Not Responsible; Federal Reserve Board's Regulation Z and 2 of Contracts and Returns of such properties and the sale date of the property by the lessee to the original lessee or to another lessee.

12. Borrower Not Responsible; Federal Reserve Board's Regulation Z and 2 of Contracts and Returns of such properties and the sale date of the property by the lessee to the original lessee or to another lessee.

If the property is damaged by third parties or in other ways of lesser or greater severity, the lessor shall be entitled to receive damages, any application of proceeds to principles shall not exceed or the sum secured by the Security Lien amount, whether or not due.

The Director's order is the law of the land in an inspection specifying reasonable cause for the inspection.

complaints (in the amount and for the period that Lender requires) provided by Lender upon reasonable notice.

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**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 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.

Form 3014 8.90 (page 5 of 6)

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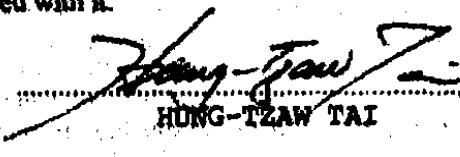
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

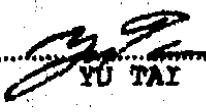
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



HUNG-TZAW TAI

(Seal)  
Borrower

Social Security Number ..... 343-54-0215



YU TAY

(Seal)  
Borrower

Social Security Number ..... 331-56-9187

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, ..... COOK ..... County of:

I, the undersigned

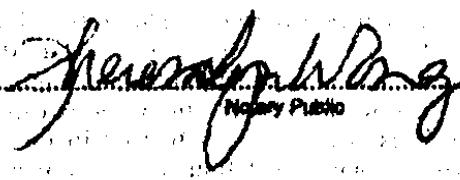
a Notary Public in and for said county and state, certify that HUNG-TZAW TAI AND YU TAY

personally known to me to be the same person(s) whose name(s) .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... T. .... he.... Y. ....  
signed and delivered the instrument as ..... THEIR ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this ..... 22ND ..... day of ..... FEBRUARY 1995

My Commission expires:

"OFFICIAL SEAL"  
THERESA LYNN WONG  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/25/97



Notary Public

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this ..... 22ND ..... day of ..... FEBRUARY 1995 ..... 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 WEN YANG AND AN CHI YANG, HUSBAND AND WIFE ..... (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 220 WEST 23RD PLACE, CHICAGO, IL 60616 ..... [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 replacement, 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 leasehold 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 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 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.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

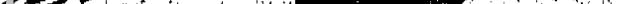
Form 3170 9/00 (page 1 of 2 pages)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-367-2341) FORM 1-4 FAM R 2-191

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Philosophical implications of the concept of the "moral" in the context of the study of the history of philosophy

The first step in the process of creating a new system is to identify the requirements. This involves understanding the needs of the organization and the users, and determining what features and functionality are required. Once the requirements are identified, the next step is to design the system. This involves creating a detailed plan for how the system will work, including the architecture, data models, and user interface. The design phase also involves prototyping and testing the system to ensure it meets the requirements.

**Signature:**   
**(Frog)**

**THE MALL HONG-KONG LTD.**

1998-03-23 14:00:00 1998-03-23 14:00:00

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

**1. CROSS-DEFAULT PROVISION.** Securitization's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the instrument still be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Securitization.

judicially appointed receiver, (c.) as to any time when a default occurs, any application of funds shall not cure or waive any default or invalidate any other, or remedy of Lender. This assignment of rents of the Property shall terminate when all the sums secured by the Security trust me are paid in full.

Under, or Under a copy of a judicially apppointed receiver, shall not be required to enter upon, take control of, or

bottom of the page. We can see that the bottom row of the matrix has been multiplied by the scalar value of 2.

Secured by the Security Instrument pursuant to Uniform Convention.

If the Remits of the Property are not sufficient to cover the costs of taking control of and managing the Property and of

To take possession of and manage the Property and collect the Rents and profits derived from the Property without any hindrance or delay.

receives a board, repair and maintenance costs, insurance premiums, taxes, assessment and other charges on the property, and then to the sums received by the Security Institution; (v) Lender's agents or any individually appointed receiver shall be entitled to have a receiver appointed pecuniary and legal expenses, and interest on account for only those funds actually received; and (vi) Lender shall be entitled to have a receiver appointed pecuniary and legal expenses, and interest on account for only those funds actually received.

otherwise, all Realties called for under the Leases, including the Premises and callings for the Premises, shall be applied first to the costs of holding account of and

RENTS THAT ARE BASED ON THE RENTAL VALUE OF THE PROPERTY; (ii) SHORT-TERM AGREEMENTS THAT EACH LEASER OF THE PROPERTY SHALL PAY ALL RENTS

If Lender gives notice of breach to Borrower: (1) all Returns received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instruments; (2) Lender shall be entitled to