CHASE MANHATTAN BANK USA, N.A. C/O CHASE FINANCIAL CORPORATION DOCUMENT CONTROL UNIT M.K. FERGUSON PLAZA 1500 WEST THIRD STREET CLEVELAND, OH 44113-1406 App/Loan # 8800346150

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by: S BALLENTINE

MORTGAGE

THIS MORTOAGE is mived this

day of MAY 29th

, between the Mortgagor,

PETER HUANG UNMARRIED AND MARGARET HUANG

(herein "Borrower"), and the Mortgagee,

CHASE MANHATTAN BANK USA, N.A

, a corporation organized and , whose address is

existing under the laws of THE UNITED STATES OF AMERICA C/O CHASE FINANCIAL CORPORATION, 250 WEST HURON, CLEVELAND, ON 44113-1451

(herein "Londer").

WHEREAS, Borrower is included to Londer in the principal sum of U.S. \$27,650.00 , which indebtedness is and extensions and renewals thereof (herein evidenced by Borrower's note dated MAY 29 1998

"Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and

payable on MAY 28 2013

TO SECURE to Lorder the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the so array of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby more age, grant and convey to Lender the . State of Illinois: following described preperty located in the County of COOK OFFICE

Parcel ID #: $O(0 - (4 - 30 / - 002 - 0) \circ Q0)$ which has the address of 12 HAVERTON CT

STREAMWOOD .

Illinois

60107

[Zip Code] (herein "Property Address");

ILLINOIS -SECOND MORTGAGE-1/80-

FNMA/FILMC UNIFORM INSTRUMENT

[Struut]

Form 3814

Amended 8/96

VMF MORTOAGR FORMS - (900)521-7291



[City]

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appartenances sext rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lessehold estate if this Mortgage is on a lessehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unoncumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

35.43377.1

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any, which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments to the holder of a prior portgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lerzier, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premium; and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as admitioual security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the fabure monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance promiums and ground rems as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lexler shall promptly round to Borrower any Funds held by Lexler. If under paragraph 17 hereof the Property is sold or the Property is otherwise technical by Lexler, Lexler shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lexler, any funds held by Lexler at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lorder under the Note and paragraphs 1 and 2 hereof shall be applied by Lorder first in payment of amounts payable to Lee by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Lieus. Borrower shall perform all of Borrower sobligations under any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage, mobiding Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, luzards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withhold. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Page 2 of 5

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In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of less if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as it necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Jessier pursuant to this puragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower accuracy by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action herounder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released: Forbearance By Lender Not a Walver Extension of the time for payment or modification of amortization of the aunus secured by this Mortgage granted by Lender to my successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's necessors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any domaid made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy becomes, or otherwise affected by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Linbility; Co-signers. The coverance and agreements berein contained shall bird, and the rights berounder shall inure to, the respective successors and as igns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower because may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other than the conflict shall not affect of the law.

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provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Londer, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from me date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fair to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted by this Mortgage without furth a police or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lunder further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach breach (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or may other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Londor's accoloration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings organ by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all rememble expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in conforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable atterneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Londor's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and control of this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security horounder, Borrower hereby saigns to Londor the rents of the Property, provided that Borrower shall, prior to accoleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become the and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower horeby walves all right of homestead exemption in the Property.

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| REQUEST FOR NOTICE OF DEFAULT | ı |
|---------------------------------|---|
| - AND FORECLOSURE UNDER SUPERIO | R |
| MORTGAGES OR DEEDS OF TRUST | |

| Rorrowae and Lardar remark the holder of any mortes | ige, deed of trust or other encumbrance with a lien which has priority | | | | |
|--|--|--|--|--|--|
| | dress set forth on page one of this Mortgage, of any default under the | | | | |
| IN WITNESS WHEREOF, Borrower lins executed this | | | | | |
| | leter Muana | | | | |
| | PETER HUANG (Scal) | | | | |
| | Old man of aduly (Soul) | | | | |
| | MARGARET HUANG ·Borrower | | | | |
| % | /(Seal) | | | | |
| | •Borrower | | | | |
| | (Swl) | | | | |
| Or | ·Borrower (Sign Original Only) | | | | |
| | | | | | |
| STATE OF ILLINOIS, | - Anlage County ss: | | | | |
| 1. The Undersequed | | | | | |
| a Notary Public in and for said county and state do hereby ce | rtify that | | | | |
| PETER HUANG UNMARRIED AND MARGARET HUANG, Unmarried | | | | | |
| | | | | | |
| , personally known to not to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and rekny wiedged that | | | | | |
| signed and delivered the said instrument as forth. | free and voluntar get, for the uses and pairposes therein set | | | | |
| Given under my hand and official seal, this | 29 than or May, 1991. | | | | |
| My Commission Expires: | Notary Public | | | | |
| "OFFICIAL SEAL" LIESEL A. HONER | Notary Public | | | | |
| r | .00 | | | | |
| My Commission Exp. 03/03/2002 | | | | | |
| | | | | | |

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CHASE MANHATTAN
BANK USA, N.A.
C/O CHASE FINANCIAL
CORPORATION
DOCUMENT CONTROL UNIT
M.K. FERGUSON PLAZA
1500 WEST THIRD STREET
CLEVELAND, OH 44113-1406
App/Loan # 8800346150

98493774

ILLINOIS - SECOND MORTGAGE

RIDER TO MORTGAGE

This is a Rider to the Mortgage dated MAY 29
PETER HUANG UNMARRIED AND MARGAR T LUANG

, 19 98 between

and CHASE MANHATTAN BANK USA, N.A.

Borrower and Leader further covenant and agree as follows:

22. EFFECT OF THIS RIDER

Borrower understands that this Rider is a part of this Mortgage, and that it may change or add to any promises or agreements contained in this Mortgage or any other Rider to this Mortgage. Whenever the terms, conditions and promises contained in the printed portion of, or any other Rider to, this Mortgage differ or are in conflict with this Rider, the provisions of this Rider will control.

23. SUMS SECURED

The "includedness" and "sums" referred to in the third unnumbered paragraph of his Mortgage and referred to elsewhere in this Mortgage shall be defined as "Sums Secured" and shall further include all sums may apable under any of the provisions of this Mortgage.

24. BORROWER'S RIGHT TO MORTGAGE PROPERTY AND BORROWER'S DBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY.

The fifth unnumbered paragraph of this Mortgage is deleted and replaced with the following:

Borrower covenants that Borrower is the lawful owner of the Property and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and that the Mortgage constitutes a valid lien on the Property, subject only to the prior mortgage identified in Covenant 42 hereof. Borrower warmans and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

25. FUNDS FOR TAXES AND INSURANCE

The following subparagraph is added to Covenant 2 of this Mortgage:

Lorder hereby waives the requirements of Covenant 2 of this Mortgage. Lender, however, specifically reserves to itself and to its successors and assigns the right to unilaterally cancel this waiver at any time and thereupon reinstate and enforce the said requirements of Covenant 2 of this Mortgage.

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26, APPLICATION OF PAYMENTS

1. 行為時十八日十八日

The text of Covenant 3 of this Mortgage is deleted and replaced with the following:

Unless the law requires otherwise, Lender will apply each of Borrower's payments under the Note and under this Mortgage in the following order and for the following parposes:

First, to amounts payable under Covenant 2

Next, to payments made by Lander to protect its lien under this Mortgage;

Noxt, to pay interest due;

Next, to pay principal due;

Next, to pay late charge due under the Note; and

Last, to pay any other amount due under the Note and this Mortgage.

However, Lender has the right to change the order in which Borrower's payments are applied, if it so elects.

BORROWER'S OBLIGATIONS TO DELIVER RECEIPTS TO LENDER; LENDER'S RIGHT TO MAKE 27. PAYMENTS

The following arthrangeaph is added to Covenant 4 of this Mortgage:

Borrower will delive to Lender any receipts Borrower receives for the payment of all taxes, assessments, water rate and sewer rents within ten (10) days after Londer requests these receipts. If Borrower closs not deliver these receipts after Londor's request, Londor may make these necessary payments as provided in Covenant 7 of this Mortgage.

HAZARD OR PROPERTY INSURANCE 28.

The third and fourth unnumbered supparagraphs of Covenant 5 of this Mortgage are deleted and replaced with the following:

If Lordor requires, Borrower shall prompt's rive to Lordor all receipts of paid premiums and renewal notices. If Borrower fails to maintain coverage described above, Lexier may, at Lordor's option, obtain coverage to protect Lordor's rights in the Property in accordance with Covenant 7. In the want of loss, Borrower shall give prompt notice to the insurance carrier aixl' Londor, Londor may make proof of loss if not made promotly by Borrower.

The amount paid by the insurance company is called "proceeds," Leader may, at its option and on Borrower's behalf (i) make proof of loss to the insurance company, (ii) which and compromise any claims under the insurance, (iii) give releases or acquittances to the insurance company in connector with a settlement of any claim for insurance proceeds, and (iv) collect and receive the insurance proceeds. Borrower appoints Lexier as its atternoy-in-fact to do the things described in the last sentence, which appointment Borrower understands cannot be revoked by Borrower until the Sums Secured by this Mortgage have been fully paid. Borrower further understands that ...ender's appointment as Borrower's attorney-in-fact is irrevocable and coupled with an interest, with full power of substitution, and class not be affected by Borrower's subsequent disability or incompetence. Lorder, at its option may use the proceeds to reduce the Sums Secured by this Mortgage (whether or not repairs have been made by Borrower), or Londor may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged property. Each incarance company concerned is hereby authorized and directed to pay such proceeds directly to Londor instead of jointly to approave and Londor.

Unless Lender and Borrower otherwise agree in writing, any application of process to principal shall not extend or postpone the due date of the monthly payments referred to in Covenant 1 or change the at our of the payments. If under Covenant 17 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 Lorder to the extent of the Sums Scarced by this Mortgage immediately prior to the acquisition.

Borrower will not allow any condition to exist on the Property which would, in any way, invalidate the insurance on the Proporty.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY 29.

The text of Covenant 7 of this Mortgage is deleted and replaced with the following:

If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condomnation or forfeiture or to enforce laws or regulations), then Lorder 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 Mortgage, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Lorder may take action under this Covenant 7, Lerder does not have to do so.

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Any amounts disbursed by Lender under this Covenant 7 shall become additional debt of Borrower secured by this Mortgage. 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.

30. CONDEMNATION

The following subparagraph is added to Covenant 9 of this Mortgage:

The right to such proceeds and the use of such proceeds shall be governed by, and applied in accordance with, the provisions of Covenant 28 of this Rider as if such proceeds were hazard or property insurance proceeds.

31. NO CONFORMED COPY

Covenant 14 of this Mortgage is deleted,

32. DUE ON FURTHER ENCUMBRANCE

The text of Covenant 16 of this Mortgage is deleted and replaced with the following:

If Borrower zells, transfers or further encumbers all or any part of the Property or an interest therein, or allows an interest therein to be cotained by a third party, without Lender's prior written consent, Lender may declare all of the sums secured by this Mortgag's to be immediately due and payable.

33. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

The text of Covenant 17 of this Mortgage is deleted and replaced with the following:

Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any Sums Secured by this Mortgage, or any simultaneous or subsequent agreement between Borrower and Lender relating to this transaction, Lender, at Lender's option, may declare all of the Sums Secured by this Mortgage to be immediately due and payable without no accordenant ("Immediate Payment In Full").

If Lorder requires Immediate Payment in Fall. Lorder may invoke the remedies permitted by applicable law, such as bringing a lawsuit to take away all of Borrower's remaining rights in the Property and to have the Property sold. At the sale, Lerder or another person may acquire the Property. This is known as 'foreclosure and sale,' in pursuing the remedies provided in this Covenant 17, including a lawsuit for responsive and sale, Lerder will have the right to collect all costs allowed by law, including, but not limited to, reasonable attorneys' fees, court costs, and cost of documentary evidence, abstracts and title reports.

If there is a foreclosure and sale, Borrower agrees that the property may be sold in one or more parcels.

34. DISCONTINUANCE OF ENFORCEMENT

The opening phrase of the text of Covenant 18 of this Mortgage (from "Norvithstanding" to "if:") is deleted and replaced with the following:

Notwithstankling London's accoleration of the Sums Secured by this Mortgage the to Borrower's breach, London, at its sole option, may discontinue any proceedings begun by London to enforce this Mortgage of any time prior to entry of a judgment enforcing this Mortgage if:

35. ASSIGNMENT OF RENTS

The text of Covenant 19 of this Mortgage is deleted and replaced with the following:

As additional security hereunder, Borrower hereby assigns to Lunder the rents of the Property, provided that Borrower shall, prior to default hereunder have the right to collect and retain such rents as they become due and payable.

Upon default hereunder, Londer, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and numage the Property and/or to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of numagement of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the Sums Secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. Borrower gives Lender the right to have a receiver appointed, whether or not the value of the Property is worth more than the amount Borrower owes on this Mortgage.

36. RELEASE

The text of Covenant 20 of this Mortgage is deleted and replaced with the following:

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

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37. LEGISLATION AFFECTING LENDER'S RIGHTS

If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its torms, Lender, at its option, may require Immediate Payment in Full of all Sums Secured by this Mortgage and may invoke any remedies permitted by Covenant 17.

38. DEFENSE OF LENDER'S RIGHTS

If Lorder has to defend its rights under the Note and this Mortgage (including foreclosure and sale), then any money Lorder has to pay to defend its rights shall be added to the amount Borrower owes Lorder. Borrower understands that Lorder may ask an attorney to foreclose this Mortgage, to collect money Borrower owes under the Note and this Mortgage, or to enforce any of the promises Borrower has made, and that his fees and costs are included in the money plus interest Borrower will have to pay under the terms of this Covenant. Borrower shall pay this money promptly, at Lorder's request.

39. ADDITIONAL CHARGES

Borrower agrees to pay all reasonable charges in connection with the servicing of this loan including, but not limited to, obtaining tax correles and bills in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates and satisfaction of mortgage.

40. SALE OF NOTE; CRANGE OF LOAN SERVICER

The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without notice to Borrower. If there is a change of the Loan Servicer, Borrower will be given written notice of the change. If this Mortgage is assigned by the Londor, all or may cortion of this Rider may, at the option of the Londor or the assignee, be deemed null and void.

41. HAZARDOUS SUBSTANCES

Borrower shall not cause or permit the preserve, 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. As used in this Covenant 1.1 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that related to health, and ty or environmental protection.

95493775

42. DESCRIPTION OF PRIOR MORTGAGE; NO FUTURE ADVANCES

The mortgaged property is subject to an existing Mortgage, dated

Borrower as mortgager, to

as mortgagee (the "Existing Mortgagee"), recorded in Plat Book

Records of

County, Illinois (the "First Mortgage"), which First Mortgage secures a promissory note in the original principal amount of

This mortgage is subject to the First Mortgage to the extent that the First Mortgage constitutes a valid and prior lien on the mortgaged property as of the date hereof. The Borrower agrees that it will not request or accept any future advances or loans from the Existing Mortgagee, its successors or assigns which would be secured by the lien of the First Mortgage and the request for or acceptance of any such future advances or loans shall constitute an event of default under this mortgage.

43. NO WAIVER; CONFORMITY TO LAW

No waiver by Londer of any covenant in this Mortgage or in the Note secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Note secured hereby, or future waiver of the same covenant.

It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that should any provision of this deed be found to violate the laws or court decisions of the State of Illinois or the United States, such provision shall be deemed to be amended to comply with and conform to such laws and decisions.

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| 44. | CHANGING | THIS M | ORTGA | GE |
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Except as provided in Covenant 40 above, this Mortgage may be changed only if Lorder and Borrower both give their written consent.

This Rider is a part of the attached Mortgage and, by signing below, Borrower agrees to all of the above.

| WITNESSES: | | 95493774 |
|--|---|---------------------------|
| | Peter Vreany | (Sent) |
| | PETER HUNNO | ·Bornwer |
| | a blas was of they war | (Suil) |
| | MARGARET HUANG | -Borrower |
| | | 76° I |
| | | (Soul) Borrower |
| 200. | | |
| | apple the half opinion has been experienced for the properties of the best of the opinion of the best | (Soal) Borrower |
| |) | |
| STATE OF ILLINOIS, | bye-County ss: | |
| do horoby certify that letter flutner and the pursonally known to me to be the same person(s) whose near | , a Notary Public in and fo | or said county and state, |
| do horoby cortify that letter thing and | larguest Hurring, booth announ | incl |
| pursonally known to me to be the same person(s) whose name | by day in parson, and acknowledged that | 21/ |
| subscribed to the foregoing instrument, appeared before me the signed and delivered the sail | id instrument as Hour | free and |
| voluntary act, for the uses and purposes therein set forth. | 9 | |
| Given under my band and official seal, this | 79 mu of May | 1998 |
| · parameter | - 2 | · · · · · · |
| My Commission expires: "OFFICIAL SEAL" | 1 W | |
| Notary Public, State of Himpis | 0. | Notary Public |
| My Commission Exp. 03/03/200 | 12 | |
| This instrument was propared by | 'S _ | |
| | 0.5 | |
| CHASE MANHATTAN BANK USA, N.A. | T'S ON | |
| (Name) | | C |
| C/O CFC - 250 WEST HURON CLEVELAND OH 44113 | _ | C |
| (Address) | - | |
| (Space Below This Line | Reserved For Lender and Recorder) | |

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LN # 8800346150

95493774

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 29th day of MAY , 1998 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

CHASE MANHATTAN BANK USA, N.A.

(the "Londor")

of the same date and covering the Property described in the Security Instrument and located at:

12 HAVERTON CT, STREAMWOOD, IL 60107

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds the to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations, Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws, (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the lazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lorder waives the provision in Uniform Covenant 2 for the monthly payment to Lerder of the yearly promium installments for huzard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard it sure ten coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners As obligation policy.

Borrower shall give Lerkler prompt notice of any lapse in required hazard insurance coverage

In the event of a distribution of luzard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE CONDOMINIUM RIDER - Single Pamily/Second Mortgage

· FNMA/FILMC UNIFORM INSTRUMENT

Form 3140 9/90
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Initials: H7 //

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Page 1 of 2

VALP MORTUAGE FORMS - (800)521-7291

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Londer. Such proceeds shall be applied by Londer to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior

written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condomination or eminent domain;

(ii) any ameriment to any provision of the Constituent Documents if the provision is for the express

benefit of Lexler;

(ii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) Buy action which would have the effect of rendering the public liability insurance coverage

maintained by the Owners Association unacceptable to Londer.

F. Remedies. Corrower does not pay condominium dues and assessments when due, then Londer may pay them. Any amounts alone, sed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of distancement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting payment.

BY SIGNING BELOW, Borrower acce and agrees to the terms and provisions contained in this Condominium Rider.

| / ₁ | |
|----------------|---------------------|
| Pital I wirney | (ડિબા) |
| PETER LUANG | ·Borrower |
| MARGARET HUAND | (Sent) |
| | (Soul) |
| 7 | -Horrower (Scal) |
| | ·Borrower |

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98493774

STOI 34692

MORTGAGE

62701647 1627016479

THIS MORTGAGE ("S.cocity Instrument") is given on May 29, 1998

he mortgagot is

PETER HUANG, UNMARRIED MARGARET HUANG, UNMARRIED

("Borrower").

This Security Instrument is given to

CHASE MANHATTAN MORTGAGE CORPORATION

which is organized and existing

Inder the laws of the State of New Jersey

, and y nose address is

08837

343 THORNALL STREET, EDISON, NJ

("Lender").

Borrower owes Lender the principal sum of

One Hundred Thirty-Eight Thousand, Three Hundred and 00/100

Dollars

(U.S. \$). This debt is evidenced by Borrower's rote dated the same date as this Security 138,300.00

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

June 1, 2028 . 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, Horrower does hereby gortrage, grant and convey to Lender the following described property located in

County, Illinois:

COOR

UNIT 1903 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE HIGHLANDS CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 97939405, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 06-14-301-002-0000

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