

## RECORD AND RETURN TO:

SOUTH CENTRAL BANK  
AND TRUST COMPANY  
555 WEST ROOSEVELT ROAD  
CHICAGO, ILLINOIS 60607

Prepared by:  
STEVEN ZIELKE  
CHICAGO, IL 60607

711

## MORTGAGE

409552

171

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 2, 1998 . The mortgagor is KEN YU AND JOANNIE YUEN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SOUTH CENTRAL BANK AND TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 555 WEST ROOSEVELT ROAD CHICAGO, ILLINOIS 60607 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND NINE HUNDRED AND 00/100

Dollars (U.S. \$ 60,900.00 ).

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 MARCH 1, 2010 . 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:

PARCEL 1: THE SOUTH 20.93 FEET OF THE NORTH 49.55 FEET OF LOTS 14 AND 15 IN BLOCK 2 IN CAGE, LEMOYNE, HUBBARD AND OTHERS SUBDIVISION OF THE SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

17-32-403-039

## Parcel ID #:

which has the address of 3503 SOUTH SANGAMON , CHICAGO  
Illinois 60609 Zip Code ("Property Address");

Street, City ,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

VMP-GRUL 18808

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VMP® MORTGAGE INSTRUMENTS

DPS 1090

Form 301A 9/90

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THIS SECURITY INSTRUMENT, if Lender determines that any part of the Property is subject to a lien which may alienate priority over any interest of the Lender; or (c) secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to the instrument of the Lender; or debtors against the Lender's title in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) contestants in good faith the Borrower shall promptly discharge any Lien which has priority over this Security Instrument unless Borrower; (a) agrees in

4. Charges: Lien, Borrower shall promptly pay all taxes, assessments, charges, fines and impositions attributable to the Property in

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit, retaining the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Open Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency in no more than twelve months, Lender may agree 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. Borrower shall make up the deficiency in no more than twelve months to Lender's satisfaction to be held by him, unless applicable law permits otherwise. Lender shall receive all amounts paid by Lender to pay the Escrow items of applicable law.

If the Funds held by Lender exceed the amounts permitted to be held by him, unless applicable law permits otherwise, Lender shall receive all amounts paid by Lender to pay the Escrow items of applicable law.

Interest on the Funds was made, the Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, applying the Escrow items, unless Lender may not charge Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an escrow account is made or charge, however, Lender may require Borrower to pay a one-time charge for the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower to hold Escrow items and applicable law permits Lender to pay the Funds to the escrow agent, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

including Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of funds due on the basis of current and reasonable estimates of expenditures of future rents or ground rents in the Property, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount set a lesser amount of time to lease, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds 1974 as amended from time to lease, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgagor loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents in the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a Lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes premium of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Late Charges: Prepayment and Lien fees, Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the Property, All replacements and additions shall also be covered by this Security fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security

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 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

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address it by first class mail unless Borrower provides for in this Security Instrument shall be given by delivering it or by mailing prepayment charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and 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 limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed. Under the Note or by making a direct payment to Borrower. If it is refund reduces principal, the reduction will be treated as a partial payment without any fee.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this make any accommodation with regard to the terms of this Security Instrument or the Note without Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the sums Borrower's interest but does not execute the Note; (c) agrees to this Security Instrument only to pay the amounts that are necessary but not to the original Borrower and severall. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower for payment of principal or amortization of the note or for payment of any other obligation.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or exercise of any right or remedy.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification

unless Lender secures by this Security Instrument any right to demand that not be a waiver of or preclude the exercise of any rights.

9. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument or other taking whether or not the same are

awarded or settled a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower or if, after notice by Lender to any successor in interest of Borrower that the

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

8. Condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

market value of this Security instrument before the taking, divided by (b) the fair market value of the Property immediately

before the taking. Any balance shall be paid to Lender. In the event of a partial taking of the Property in which the fair

market value of the sums secured immediately before the taking, divided by the following fraction: (a) the total

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

Security instrument before the taking is equal to or greater than the amount of the sums secured by this

market value of this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, the fair

market value of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise

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

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:

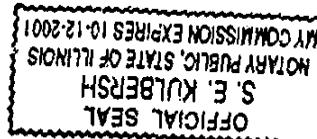
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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11/25/1994

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My Commission Expires:

Given under my hand and official seal, this  
day of February, 1998  
Signed and delivered the said instrument as **THEIR**  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**  
personally known to me to be the same person(s) whose name(s)

KEN YU AND JOANNIE YUEN, HUSBAND AND WIFE

(Handwritten signatures of Ken Yuen and Joannie Yuen)

STATE OF ILLINOIS, COOK COUNTY

-Borrower

(Seal)

-Borrower

(Seal)

JOANNIE YUEN

(Handwritten signature of Joannie Yuen)

-Borrower

(Seal)

KEN YU

(Handwritten signature of Ken Yuen)

-Borrower

(Seal)

Witnesses:

In any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

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 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 recondition costs.
27. Inclusion, but not limited to, reasonable attorney fees and costs of little evidence.
28. Release. Shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph preceding. Lender shall be entitled to further demand and may foreclose this Security Instrument by judicial sequestration by this Security Instrument without notice. Lender, at its option, may require immediate payment in full of all sums or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other deficiency of Borrower to acceleration and foreclosure proceeding the amount Borrower or of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the notice of 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 require to cure the default or otherwise to accelerate the notice 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 require to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

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## RIDER - LEGAL DESCRIPTION

PARCEL 1: THE SOUTH 20.93 FEET OF THE NORTH 49.55 FEET OF LOTS 14 AND 15 IN BLOCK 2 IN CAGE, LEMOYNE, HUBBARD AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 2.5 FEET OF LOT 14 FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN PARTY WALL AGREEMENT RECORDED SEPTEMBER 29, 1993 AS DOCUMENT 93780940.

17-32-403-039

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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2ND day of FEBRUARY, 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

**SOUTH CENTRAL BANK AND TRUST COMPANY**

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
**3503 SOUTH SANGAMON, CHICAGO, ILLINOIS 60609**

### **Property Address**

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in  
**THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD** (the "Declaration").  
The Property is a part of a planned unit development known as  
**BRIDGEPORT**

### **Name of Planned Unit Development**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds 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 PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90 DPS 4922 (07/29/94)

VMP -7 191081.01

VMP MORTGAGE FORMS - 18001621-7281

Initials: *JY*

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-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
JOANNIE YUEN  
*[Signature]*  
(Seal)

-Borrower  
\_\_\_\_\_  
KEN YU  
*[Signature]*  
(Seal)

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

F. Remedies: If Borrower does not pay PUD dues and assessments when due, then Lender may pay them, and collect from the Lender the amount paid by Lender to Borrower requesting payment, interest at the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the date of disbursement. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. This PUD Rider under this paragraph F shall become additional debt of Borrower secured by the Security instrument.

(i) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.  
Assumption: (ii) termination of professional management and assumption of self-management of the Owners benefit of Lender:  
law in the case of substantial diminution by fire or other casualty or in the case of a taking by condemnation or

(iii) any amendment to any provision of the "Constituent Documents", if the provision is for the express written consent, either partition or subdivision the Property or consent to:

E. Lender's Partition: Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or in the case of a taking by condemnation as provided in Uniform Covenant 10.

Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant 10.

D. Condemnation: The proceeds of any award or claim for damages, direct or consequential, payable to