

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
PRIORITY MORTGAGE COMPANY

3601 WEST DEVON-SUITE 7  
CHICAGO, ILLINOIS 60659

Prepared by:  
SEN CHOU  
CHICAGO, IL 60659

COOK COUNTY  
RECORDER  
JESSE WHITE  
BRIDGEVIEW OFFICE

6782445

Ticor Title 03/31/98

98248057

03/31/98

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RECORDIN K	35.00
MAIL	0.50
98248057 #	
0018 HCH	11:30

1/31/98 1/31 MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 18, 1998  
PHILLIP CHUNG, MARRIED TO  
NHI TROUNG \*\* AND THAI CHUNG, A SINGLE PERSON

. The mortgagor is

(\*Borrower"). This Security Instrument is given to  
PRIORITY MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 3601 WEST DEVON-SUITE 7  
CHICAGO, ILLINOIS 60659

. and whose

(\*Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S.\$ 170,250.00 ).

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 APRIL 1, 2013. 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:

LOT 24 IN DEVON RIDGE, BEING A RESUBDIVISION OF THE VACATED BLOCK 5 IN WM. L. WALLEN'S RESUBDIVISION OF THE VACATED WM. L. WALLEN'S FABER ADDITION TO NORTH EDGEWATER, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\* NHI TROUNG IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

Parcel ID #:14-06-100-031

which has the address of 6308 N. CLAREMONT AVENUE, CHICAGO

[Street, City].

Illinois 60659

[Zip Code] (\*Property Address):

ILLICIS-Single Family-FNMA/FHLMC UNIFORM

Instrument Date: Dec 1998 INSTRUMENT Form 3014 9/90

Amended 8/96

VAMP -6R(IL) 1998

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VAMP MORTGAGE FORMS - 15001521-7291

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Borrower shall promptly discharge any debt over which his Security instrument is held by Lender determines that any part of the Property is subject to a lien which may attach prior to this instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to ownership of the lien; or (d) defers payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the writing to the payment of the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in writing to the payment of the payment of the obligation secured by the lien in a manner acceptable to Lender.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the extent provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly which may attain priority over this Security instrument, and leasehold, payments, or ground rents, if any. Borrower shall pay which shall be applied first, to any prepayment charges due under the Note; second, to amounts received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; third, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied first to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall immediately refund to Borrower any unearned portion of the funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

If the Funds held by Lender in accordance with the requirements of applicable law, Lender shall account to Borrower for all amounts permitted to be held by Lender's sole discretion.

If the Funds held by Lender exceed the amounts necessary to make up the deficiency in no more than three days following payment to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower that is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if in the amount of the Funds held by Lender at any applicable law requires payment to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or deposit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

However, Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Borrower and Lender shall not be required to pay Borrower any interest or earnings on the Funds held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge, however, Lender may require Borrower to pay a one-time charge for an independent legal service to make such a charge. If however, Lender less than the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. If the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually tallying the escrow account, or Escrow items. 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 whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is held in an account with the same insurance coverage as the Funds.

The Funds shall be held in accordance with applicable law.

Escrow items of principal and interest in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds released mortgage loan, if so, Lender may, at any time, collect and hold Funds in an amount to exceed the lesser amount.

unless a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount to exceed the lesser amount.

and assignments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally chartered bank, trust company, savings and loan association, or credit union, to pay the Escrow items of principal and interest in accordance with applicable law.

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

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for ratable use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby convened and has the right to mortgage, convey and convey the Property and that the Property is unencumbered, except for encumbrances of record, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the Property. All replacements and additions shall be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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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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REC. *[Signature]*

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to him by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to the property Address or by mailing it or by mailing preparation charge under the Note.

13. **Borrower's 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 of any other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) if the amount necessary to reduce the charge to the permitted limits will be reduced by more than the sum already collected from Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a prepayment to Borrower; (c) if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a prepayment to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a prepayment to Borrower. (d) if any such loan charge exceeds the permitted limit, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a prepayment to Borrower. (e) if any such loan charge exceeds the permitted limit, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a prepayment to Borrower.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument but does not execute the Note: (a) in co-signing this Security instrument only to pay the security interest in the terms of this Security instrument; (b) is not personally liable under the Note: (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge any sums secured by this Security instrument; and (d) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument: (e) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument but does not execute the Note: (f) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this instrument but does not execute the Note: (a) in co-signing this Security instrument only to pay the security interest in the terms of this Security instrument; (b) is not personally liable under the Note: (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or discharge any sums secured by this Security instrument; and (d) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument: (e) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument but does not execute the Note: (f) is co-signing this Security instrument only to pay the security interest in the terms of this Security instrument.

11. **Borrower Note Released; Farbearance By Lender Not a Waiver.** Extension of the time for payment of any notes in interest. Any note or otherwise by Lender in exercising any right of remedy shall not be a waiver of or preclude the commencement of proceedings against Lender by this Security instrument by reason of any demit made by the original Borrower or Borrower's assignee in interest or release to exercise or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security instrument if Lender to any successor in interest of Borrower shall be liable for the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable for the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable for the liability of the original Borrower or Borrower's successors in interest.

11. **Borrower Note Released; Farbearance By Lender Not a Waiver.** Extension of the time for payment of any notes in interest. Any note or otherwise by Lender in exercising any right of remedy shall not be a waiver of or preclude the commencement of proceedings against Lender by this Security instrument by reason of any demit made by the original Borrower or Borrower's assignee in interest or release to exercise or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable for the liability of the original Borrower or Borrower's successors in interest. Lender shall not be liable for the liability of the original Borrower or Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or be applied to the date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

Unless Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not in due.

Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not in due.

If the property is abandoned by Borrower, or if, after notice to Borrower in writing, the owner fails to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

be applied to the sums secured by Lender to any successor in interest that condemns or takes by eminent domain.

unless Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not in due.

If the property is damaged, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not in due.

If the property is damaged, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not in due.

in the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not in due.

whether or not in due, with any excess paid to Borrower. In the event of a partial taking of the property in which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the fair market value of the property immediately before the taking, divided by (a) the fair market value of the property immediately before the taking, divided by (b) the total amount of the sums secured by this Security instrument, shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the fair market value of the property immediately before the taking, divided by the total amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the fair market value of the property immediately before the taking, divided by the total amount of the sums secured by this Security instrument, unless Borrower and Lender otherwise agree in writing, the fair market value of the property immediately before the taking, divided by the total amount of the sums secured by this Security instrument.

in the event of a partial taking of the property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not in due.

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or after taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or after taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspectors of the property. Lender shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage pay that Lender may no longer be required, at the option of Lender, if mortgage coverage becomes available and is obtained. Premiums paid in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve be in effect. Premiums paid by Lender, if mortgage coverage becomes available and is obtained. Premiums paid in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to cost to Borrower of the mortgage insurance coverage is not available, from an immediate mortgage coverage each month a sum equal to substantiality equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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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Form 3014 9/90

NY COMMISSION EXPIRES 10-12-2001

NOTARY PUBLIC, STATE OF ILLINOIS  
S.E. KUBLER SH

Given under my hand and delivered the said instrument as **THE IR** free and voluntary act, for the uses and purposes herein set forth.

signed and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that **THE Y** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THE** personally known to me to be the same person(s) whose name(s)

THAT ONLY, A SINGLE PERSON  
PHILLIP CHUNG, MARRIED TO NHI TROUNG, AND

I, *Philip Chung*, do hereby certify

that  
a Notary Public in and for said County and state do hereby certify  
County seal

Borrower  
(Seal)

Borrower  
(Seal)

THAI CHUNG  
(Seal)

THAI TROUNG  
*Philip Chung*  
98248056  
(Seal)

NHI TROUNG  
(Seal)

NHI TROUNG  
*Philip Chung*  
98248056  
(Seal)

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 SOLELY FOR THE PURPOSE OF MAINTAINING ANY AND ALL MARTIAL AND HOMESTEAD RIGHTS

\*\*NHI TROUNG IS EXECUTING THIS MORTGAGE

- |  |  |  |   |   |                                   |   |
|--|--|--|---|---|-----------------------------------|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Payment Rider | <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) [Specify] |
|--|--|--|---|---|-----------------------------------|---|

Check applicable boxes(ies).

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instruments 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.

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

25. Waiver of Foreclosure. Borrower waives all rights 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 recording costs.

27. Release. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeding by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the 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 of a default or any other deficiency of Borrower to acceleration and foreclosure. If the default is not cured on information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the security of this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, before the date specified in the notice may result in acceleration of the sums due failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (d) that the failure to cure the default on or before the date the notice is 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;

# UNOFFICIAL COPY

## I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 18TH day of MARCH , 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

PRIORITY MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
6308 N. CLAREMONT AVENUE, CHICAGO, ILLINOIS 60659

{Property Address}

**I-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, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this I-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.

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Page 2 of 2

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
THAI CHUNG  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower PHILIP CHUNG  
(Seal) \_\_\_\_\_

Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this L-4  
which Lender has an interest shall be a breach under the Security Instrument and Lender may take any of the  
remedies permitted by the Security Instrument.

L. CROSS-DEFALT PROVISION. Borrower's default or breach under any one or agreement in

control of or maintained the Property before or after giving notice of default to Borrower. However, Lender, or  
Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take  
possession of Rents or a judgment appointed receiver, shall not be required to exercise any right under this paragraph.  
paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and

Property to Lender secured by the Security Instrument pursuant to Uniform Coverage Law.  
If the Rents do not suffice to cover the costs of taking control of and managing the

Property without any showing as to the need or lack of the Property as security.  
appended to take possession of and manage the Property and collect the Rents and profits derived from the  
sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall  
be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver  
appointed to the Rents, insurance premiums, taxes, assessments and other charges on the Property, and then to the  
management costs, insurance premiums, taxes, assessments and other charges on the receiver's bonds, repair and  
incurred, but not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, collection of the Rents,  
agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents,  
demanded to the tenant; (v) unless applicable law provides otherwise, all Rents collected by Lender or Lender's  
tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written  
(vi) Lender shall be entitled to collect and receive all of the Rents of the Property; (vii) Borrower agrees that each  
Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;  
(viii) Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by

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

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.

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