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1998-05-14 11:41:49
Cook County Recorder 31.50

RECORD AND RETURN TO:
FIRST QUALITY
MORTGAGE COMPANY, INC.
760 PASQUINELLI DRIVE-SUITE 346
WESTMONT, ILLINOIS 60559

Prepared by
CINDY CHEN
WESTMONT, ILLINOIS 60559
800-850-3700
02-19-02

COOK COUNTY
RECEIVED
JESSE WHITE
BRIDGEVIEW OFFICE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 6, 1998 . The mortgagor is
ERFEN CHEN
AND HONG LI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to FIRST QUALITY MORTGAGE COMPANY, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 760 PASQUINELLI DRIVE-SUITE 346 WESTMONT, ILLINOIS 60559 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY THREE THOUSAND AND 00/100

Dollars (U.S. \$ 193,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 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 33 IN BLOCK 12 IN WESTBURY UNIT NUMBER 4, BEING A RESUBDIVISION OF ALL THOSE LOTS AND STREETS VACATED PER DOCUMENT NUMBER 22650177 LYING SOUTH OF FREEMAN ROAD IN HOWIE IN THE HILLS UNIT 3, A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

02-19-426-020

Parcel ID #:

which has the address of 4062 VICTORIA DRIVE , HOFFMAN ESTATES
Illinois 60195 Zip Code ("Property Address"):

Street, City ,

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
Initials _____ INSTRUMENT Form 3014 9/90
Amended 8/96

EC
HL

Page 1 of 6 VMP MORTGAGE FORMS 10001621 7291

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Because such powerfully charged myth can much less readily overrule Society's legitimate moral norms; (e) agrees in this

a. Changes; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property or otherwise, to persons, or parties, or persons entitled, to any sum which may be due under the same.

3. Application of Programs. Unless applicable law provides otherwise, all programs received by us under paragraph 2, 1 and 2 shall be applied, to any programmatic changes done under the Note; second, to members paying under paragraph 2;

Upon payment in full of all sums now due by the Security Lender, Lender shall immediately return to Borrower any Funds held by Lender under paragraph 21. Lender shall acquire or sell the Property, Lender may do so upon written notice to the Lender, shall apply any Funds held by Lender at the time of acquisition of title as a credit against the sum now due by Lender.

The Friends should be held in the highest of honor on whose depopulations are measured by a broad standard, "intemperance," or any other name. This is not an argument for the Friends, but it is an argument against the Friends. The Friends are the people who have suffered most from the Friends, according to the Friends' own account. The Friends are the people who have suffered most from the Friends, according to the Friends' own account. The Friends are the people who have suffered most from the Friends, according to the Friends' own account. The Friends are the people who have suffered most from the Friends, according to the Friends' own account.

3. Management of Pratichagni and Kshetra; Pratyagamana and Late Changes. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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SECURED COVENANTS that Borrower is lawfully bound of his sole hereby convegued and that he shall do nothing to interfere with

Business. All of the foregoing is referred to as the "Secured Interposition on 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 of 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. **Teachers.** Any notice to Rotarians provided for in this Society's by-laws shall be given by the Secretary.

12. *Proceedings and meetings: Joint and General Assembly; Co-Executive; The conventions and assemblies of the Society; meetings held and presided over by the successive and various officers of Leader and Adjutant; Major; and other members of the Society and their families.*

11. **Borrowers Not Lenders; Participants by Law**.—In a Willer, Extension of the time for payment of indebtedness of the same secured by the Society by Lender to any successor in interest of Borrower shall not be a waiver of or otherwise affect the rights of Lender in collecting any right or remedy which may be available against Lender by reason of any default made by the original Borrower or his successors in interest. Any right or remedy available to Lender by reason of any default made by the original Borrower or his successors in interest shall not be a waiver of or otherwise affect the rights of Lender in collecting any right or remedy which may be available against Lender by reason of any default made by the original Borrower or his successors in interest.

selected by the Society International, whether or not it is a new one.

If the Property is demanded by Borrower, or if, after notice by Lender to Borrower that the conditions outlined above are not met, Lender is authorized to collect and apply the proceeds, at its option, either to reduction of principal of the Property or to the same.

In the event of a valid taking of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, together with any excess paid to Borrower. In the event of a partial taking of the Property in which the first beneficiary under any instrument of conveyance before the date, with any excess paid to Borrower, is entitled to or greater than the amount of the Property in which the first beneficiary before the date, with any excess paid to Borrower, and Lender and Lender's heirs, executors, administrators, successors and assigns, shall have no right to any part of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, together with any excess paid to Borrower. In the event of a partial taking of the Property in which the first beneficiary under any instrument of conveyance before the date, with any excess paid to Borrower, is entitled to or greater than the amount of the Property in which the first beneficiary before the date, with any excess paid to Borrower, and Lender and Lender's heirs, executors, administrators, successors and assigns, shall have no right to any part of the Property, the proceeds shall be applied to the sums secured by the Security Instruments, together with any excess paid to Borrower.

The *Condemnation*. The proceeds of any award of damages for damage caused by the *Condemnation* shall be paid to the owner of any part of the Property, or for conveyance in lieu of compensation, as hereby specified and conditioned as follows:

9. Management. Letters of the agents may make recommendations and suggestions of the Property. Letters shall give

Similarly, although most insurance companies cover losses to lumber from wind or water damage, homeowners need to pay to lumber yards through a third party to obtain coverage for such damages.

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 repossession) 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

Initials: F.C.
H.L.
DPS 1093

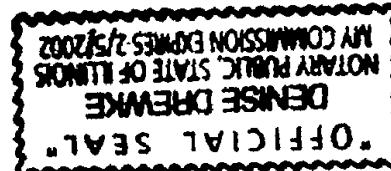
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Form 3014 390



Given under my hand and official seal, this
day of July, 1998.

Two and voluntary act, for the uses and purposes herein set forth,
and subscribed to the foregoing instrument, upon and acknowledged this day in person, and acknowledged this
personally known to me to be the same person(s) whose name(s)

Signature and Name of Notary Public

• Notary Public in and for said County and State of Illinois
County of:

State of Illinois, COOK

(Name)

(Name)

(Name)

HONG LI

(Name)

HERPEN CHEN

1-4 Family Rider
 condominium Rider
 CC CC
 Condominium Rider
 CC CC
 CC CC

Other(s) [specify]
 Second Home Rider
 Recreational Rider
 Planned Unit Development Rider

VA Rider
 National Guard Rider
 Armed Forces Rider
 Government Employee Rider
 Agricultural Rider

21. Rider(s) to this Society Instrument. If one or more riders are executed by Borrower and recorded together with this
Society Instrument, the conventions and agreements of each such rider shall be incorporated into and made a part of this Society Instrument.
The conventions and agreements of this Society Instrument as if the rider(s) were a part of this Society Instrument.

22. Waiver of Foreclosure. Borrower waives all right of foreclosure exception in the Property.

23. Waiver of Right to Redress. Borrower shall pay any cancellation fees.
24. Notice. Upon payment of all sums secured by this Society Instrument, Lender shall release this Society Instrument
without charge to Borrower.

25. Non-Borrower. Person not named as, non-member non-signer, loan and credit of this addressee.

26. Non-Borrower. Lender shall be entitled to collect all amounts incurred in pursuing the remedies provided in this instrument
provided by the Society Instrument without notice, demand and notice to the Society Instrument. The funds so collected
or balance due shall be applied in the order, at the option, first regular monthly payments to the sum of all sums
then available to satisfy any other debts of Borrower to cancellation and acceleration. If the default is not cured in
accordance with the terms of the instrument, Borrower shall be liable to Lender to cover the expenses incurred in pursuing the
rights of the Society Instrument. Payments made by Lender prior to the date specified in the instrument may reduce the cancellation
date to one day earlier than the date the notice is given to Borrower, to which the default must be cured, and
(a) a day, and less than 30 days from the date the notice is given to Borrower, to which the default must be cured, and
substantially have paid his debt in full. The notice shall specify: (a) the debts; (b) the debts required to cure the debts;

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