

# UNOFFICIAL COPY

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L-6522-41

Box 207

86467695

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 15th, 1986. The mortgagor is Amanatullah Ansari and Shamsha Ansari, his wife ("Borrower"). This Security Instrument is given to WESTERN SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the state of Illinois, and whose address is 950 Milwaukee Avenue, Glenview, IL 60025 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100 Dollars (U.S. \$ 70,000.00); 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 November 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 EIGHTEEN (18) (EXCEPT THE NORTH NINE (9) FEET) IN NORTH SIDE REALTY COMPANY'S HOWARD STREET SUBDIVISION IN THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 10-28-400-046, VOLUME 126

RECEIVED RECORDING  
TUESDAY, JAN 02 1987 10:00 AM 15 14 96  
43957 # ID 35-134-447475  
COOK COUNTY RECORDER

which has the address of 7535 N. Laramie  
[Street]

Illinois 60077 ("Property Address");  
[Zip Code]

Skokie  
(City)

13.00

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

186-467695  
650109

Glenview, Illinois 60025

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"OPTICAL SEAL" (SEA) ···· MARY S. THORSEN

*Wise & Thoresen (SEAL)*

### My Commission Expires:

*Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.*

(He, She, They)

**They** ..... executed said instrument for the purposes and uses herein set forth.

(פִּסְגָּה, הַכְּרִיּוֹת)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, Cook  
SS: {

Instrument and in any order(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS SECURITY  
AGREEMENT AND VOLUNTARILY EXECUTE IT.

BY SIGNING BELOW, Bearer acce<sup>s</sup>ts and agrees to the terms and covenants contained in this Security Instrument and in any adder(s) executed by Borrower and recorded with it.

- |  |   |
|--|---|
| <p>19. 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 paragraphs 13 and 17 unless such acceleration provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the date required 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; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the notice to cure the default is given to Borrower.</p> <p>unless such acceleration provides otherwise. The notice shall specify: (a) the date required to cure the default; (b) the date required 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; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the notice to cure the default is given to Borrower.</p> <p>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 paragraphs 13 and 17 unless such acceleration provides otherwise). The notice shall specify: (a) the date required to cure the default; (b) the date required 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; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the notice to cure the default is given to Borrower.</p> | <p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time prior to the expiration of any period of redemption following a sale, Lender (in person, by agent or by judgment or by affidavit) shall be entitled to collect all costs of title evidence.</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security interest, bonds and agreements held in trust for the rents, including, but not limited to, receiver's fees, premium on costs of management including those past due. Any rents collected by Lender or the receiver shall be applied first to paymen</p> |
| <p>22. Waiver of Homestead. Borrower waives all right of homestead exception in the property.</p> <p>23. Right to this Security Interest. If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants, the agreements and instruments of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]</p>  |   |
| <p>24. Family Rider.</p> <p>25. Conditional Payment Rider.</p> <p>26. Rider.</p> <p>27. Graduated Payment Rider.</p> <p>28. Other(s) [Specify]</p>   |   |

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 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 then due.

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 such payments.

**10. Borrower Not Relieved; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of 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 but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. 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 loan 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 a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 had no acceleration 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security instrument at the Note rate and shall be payable to Lender in interest, upon notice from Lender to Borrower which date of disbursement at the Note rate and shall be payable to Lender in interest, upon notice from Lender to Borrower requiring payment.

7. Each little shall not merge unless Lender's Lender's agrees to the merger in writing.  
 Borrower fails to perform the covenants and agreements contained in this Security instrument, or otherwise violates the terms of this Insurance.

6. Preservation of Immeovable Property Prior to the Acquisition.  
Borrower shall not destroy, damage or sublease personally  
chancery to determine or commit waste. If this Security Instrument is on a leasehold,  
Borrower shall comply with the provisions of the lease. And if Borrower acquires fee title to the Property, the leasehold and

When the notice is given, unless the owner otherwise agrees in writing, any application of proceeds to principal, shall not exceed the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

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 receives a written notice to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender a certificate and 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 repair or restore damage, if the restoration of the property is feasible or Lender's security would be lessened. The insurance proceeds shall be restored or repaired at the expense of the insurance company. If the restoration or repair is not feasible or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restored or repaired at the expense of the insurance company.

5. Hazardous Substance. Borrower shall keep the property, equipment and fixtures now existing or hereafter erected on the Property in a good state of repair, and shall not do anything which would reasonably be expected to damage or impair the property, equipment and fixtures.

Note: third, to amounts payable under Paragraph 2; fourth, to interests due; and last, to principal due.  
4. Charges; Lien, borrower shall pay all taxes, assessments, charges, rents and impositions attributable to the property which may attain priority over this security instrument, and leasehold payments of ground rents, if any. Borrower shall pay attorney fees over this obligation in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall promptly furnish to Lender receipts evidencing the payments.

application as a crucial part of the sums secured by this Security Instrument.

If the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly paid to Lender or on monthly payments of Funds, if the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower on monthly payments of Funds, if the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, and paying the account of verifying the escrow items, unless Lender pays Borrower interest on the Funds and applies law permits. Lender to make such a charge Borrower and unless Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made of applicable law requires interests to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall accounting of the Funds showing credits and debits to the Funds and credits to the Fund's security instrument.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Note, or (b) yearly leasehold payments of (a) yearly taxes and assessments on the Property, if any. The terms are called "crowd items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future crowd items.