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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on -----JANUARY 10-6. The montgroof is KISHORE A. CHUGH AND ANITA K. CHUGH/HUSBAND AND WIFE 86. The most gagor is ---- ("Borrower"). This Security Instrument is given to MERRILL LYNCH MORTGAGE CORPORATION --------, which is organized and existing under the laws of THE STATE OF DELAWARE----, and whose address is 10350 NORTH TORREY 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 turns, 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 ----- County, Illinois: located in ----- COOK

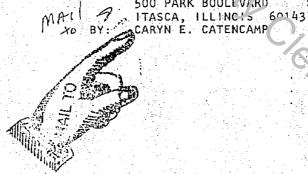
PP1# 12-34-306-073 TP

THE SOUTH 40 FEET OF LOT 71 (AS MEASURED ON THE EAST LINE THEREOF) IN NORTH AVENUE HOME ACRES SUBDIVISION OF THE EAST 56 ACRES OF THE EAST & OF THE SOUTHWEST & OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MERRILL LYNCH MORTGAGE CORPORATION THIS INSTRUMENT WAS PREPARED BY:

500 PARK BOULEVARD

MAIL



DEFI-01 RECORDING T# 444 TRAN 0269 91/11/86 14:22:00 #4037 # 10 *-86-018480

1920 NORTH 18TH STREET (Street) MELROSE PARK

which has the address of

60160 [Zip Code] Illinois

("Property Address");

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 seised 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.

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J,	MD H Y	ity ss: y Public in a .id for sa of the person(s) whose in	твтоМ в , , — Д.Ж	AND KENDOWN TO THE		STATE OF ILLINOIS. 1. do hereby certify that
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	ned in this Security	and covenants contail	to the terms	ccepts and agrees	BLOW, Borrowc, 'v.	A SIGNING T
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2480	bna bnəma lisdə bna Virusə2 sidi lo, maq	Vion in the Property ted by Borrower and re Il be incorporated into if the rider(s) were a	iomestead exen iders are execu i such inder sh	waives all right of h at.if one or more r agreements of each	omestead. Borrower is Security Instrume it, the coverants and instruments and (agreements sucable box(es)]	22. Walver of H 23. Rt te " took this Security Ins "tu ner supplement, the yours Instrument [Check p
8601845U	agent or by judicially to collect the rents of irst to payment of the 's fees, premiums on ins	ceiver shall be applied i not limited .to, receiver y.this Security Instrum trument, Lender, shall trument,	am bas lasicibul am bas to nois ender or the re including, but to Secured b am Secured b	lemption following r upon, take posses collection of rents, officition of rents, officition of the	of any period of recieits of all the content of all	prior (15 ceceiver) gnboinced (15 ceceiver) hite Property including file Property including file Property including file (19 ceceiver) file (19 ceceiver) file (19 ceceiver)
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Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. existence of a default or any other defense of Bortower to acceleration and foreclosure. If the default is not cured on or nitioner of the right to remarke after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further uniess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (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) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums The straint of agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-UNIFORM COVENANTS Borrower, and Lender further covenant and agree as follows:

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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 cettle 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 b'of Released; 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 or crate 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 Bour 4; 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 a reements 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 least of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) a rees 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 Sec trity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the increas 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 such 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 technical 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 sterks secified 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 Dorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lende whom 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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requesting payment

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from amounts disbursed by Lender under this paragraph A shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

fee title shall not merge unless Lender agrees to the merger in writing,

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

notrument immediately prior to the acquistion from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under, paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amout to a payments. If

When the notice is given.
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30- tay period will begin offered to settle a claim; then Lender may collect the insurance proceeds. Lender may use the 1 tot seds to repair or restore restoration of 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 ... in excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1.1) the insurance carrier has Of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

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 shall give prompt notice to the insurance Lender, shall have the right to hold the policies and renewals. If Lender, equ. res, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. requires insurance. This insurance shall be maintained in the r. a. ut its and for the periods that Lender requires. The requires insurance carrier providing the insurance carrier providing the insurance carrier providing the insurance carrier approval which shall not be

insured against loss by fire, hazards included within the term "exterded coverage", and any other hazards for which Lender

Lazard Insurance. Borrower shall keep the ingravements now existing or hereafter erected on the Property of the giving of notice.

the Property is subject to a lien which may attain prover this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet, or rake one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the 1'-n to this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of a land of the Property, or (c) secures from the holder of the lien an faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipis evidencing the payments. to be paid under this paragraph. If he remer makes these payments directly, Borrower shall promptly furnish to Lender payithem on time directly to the pe so, owed payment. Borrower shall promptly furnish to Lender all notices of amounts 4. Charges, Liens. Bo rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligg to a fine manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligg to a fine manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligg to a fine manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligg to a fine manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligg to a fine manner provided in paragraph 2, or if not paid in that manner, Borrower shall be a fine manner of a fine manner of

Yole; third, to amounts pay be under paragraph 2; fourth, to interest due; and last, to principal due. paragraphs if and 2 s. sil 2c applied: first, to late charges due under the Mote; second, to prepayment charges due under the 3: Applicati a of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a C. cd to gainst the sums secured by this Security Instrument. than immediatel in for to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any Funds he day Lender If under paragraph 19 the Property is sold or acquired by Lender, Lender, shall apply, no later Upon Asyment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be?

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interestito be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower and Lender pays Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or basis of current data and reasonable estimates of future escrow items.

leaschold payments or ground trents on the Property, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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

The principal of and interestion the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

NOF241CARIDER OPY 0 170980-1 (Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 10TH day of JANUARY----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 MERRILL LYNCH MORTGAGE CORPORATION, A DELAWARE CORPORATION----- (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1920 NORTH 18TH STREET MELROSE PARK, ILLINOIS 60160

(Property Address)

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. 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.
- B. 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.
- C. 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.
 - D. "BORROWER'S RICHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF I CASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in conjection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the example leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean 'sullease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS, Bond was unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Leveler's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's gents. However, prior to Lender's notice to Borrower's femiliary to be seen to be a second of the Property to pay the rents to Lender or Lender's gents. breach of any covenant or agreement in the Security in strument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrowar. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower; (i) all rent, received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the S. cu ity Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and hav not and will not perform any act that would prevent Lender from exercising its rights under this paragraph [F.]

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may (5.8) at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or levely of Lender. This assignment of rents of the Property shall terminate when the debt-secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note of greement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the rem dies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the torms and provisions contained in this 2-4 Papilly Rider.

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