680-55-01

THIS INSTRUMENT WAS PREPARED BY:

86283852

First Illinois Bank of Evanston, N.A.

3 800 Davis Street Evanston, Illinois 60204

BOX 333—HV

MORTGAGE

July 8

THIS MORTGAGE ("Security Instrument") is given on July 8

19.86. The mortgagor is Susan B. Randhava, divorced and not since remarried and Surjit—

Randhava, divorced and not since remarried Borrower"). This Security Instrument is given to which is organized and existing under the laws of the United States and whose address is

800 Dayls Stier: Evanston, 1111nois 60204 ("Lender").

Borrower owes Lender the principal sum of One Hundred Thirty Thousand and NO/100nmannann Dollars (U.S. \$ 130,000,00). 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 August 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 secures to Lender: (a) the repayrie it 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 performence of Borrower's covenants and agreements under this Security Instrument and

Lot 15 in Block 23 in North Evanston, being a subdivision of lots 11 to 16 inclusive and the west 4 3/10 acres of lot 1/ in smiths subdivision of the south part of Quilmette reserve, also of lots 1, 2 and that part of lot 2 lying between Chicago and Milwaukee railway and the west via of lot 3 produced to the north line of section 12, township 41 north, range 13 east of the third principal meridian, of assessors plat of Evanston in Cook County, Illinois: plat of Evanston in Cook County, Illinois:

Tax Identification Number: 05-34-321-009-0701

COUNTY BLINDS

1986 JUL -9 AN II: 32

ing the second state of the second se which has the address of 2637 Stewart (Street) [City] Illinois60201....... ("Property Address"); [Zip Code]

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

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. $= \int_{\mathbb{R}^{N}} d^{N} d^{N} d^{N} \int_{\mathbb{R}^{N}} d^{N} d^{N}$ The second of the second of the second

ILLINOIS-Single Family-FRIMA/FHLING UNIFORM INSTRUMENT

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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 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 su secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice of inform Borrower of the right to reimitate after acceleration and the right to ascert in the foreclasure preses existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums out this Socurity Instrument without further demand and may foreclose this Security Instrument by judicial proc Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, inclibut not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possessien! Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees; premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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io hereby certify that SUSAN B.	RANAHAVA . E	DIVERSED A	AND NO SINCE
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the desired the state of personally l	tnown to me to be the	same person(s) v	whose name(s)
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reducering 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

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 actionays' fees and entering on the Property to make repairs. Although Lender may raise section under this paragraph? Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph? shall become additional debt of Borrower secured by this samples. 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 bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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 of substantially change the Property to deteriorate or commit waste. If this Security Instrument is off a leasehold,

Instrument immediately prior to the acquisition.

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 1 and 2 or change the amount of the payments. If

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

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. It also day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender 13 at the insurance carrier has restoration or repair is not economically seasible or Lender's security would be lessered, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Longer'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 Borrawit. 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 'equ'res, Borrower shall promptly give to Lender Lender of the right to hold the policies and renewals. If Lender 'equ'res, Borrower shall promptly give to Lender Lender and Lend

.bləridiiw yldanozaərru 5. Hazard 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 for which Lender requires insurance shall be maintained in the anarchies and for the periods that Lender requires. The insurance shall be maintained in the anarchies and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance shall be chosen by Borrower subject to Lender's approval which shall not be

of the giving of notice

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

receipts evidencing the payments.

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

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligation in the manner provided in naragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts payably under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain princity over this Security Instrument, and leasehold payments or ground rents, if any.

paragraphs 1 and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the 3. Applicatio, of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a creative seeinst the sums secured by this Security Instrument. than immediately of or the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon Lyment 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. 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 repaid to Borrower or credited to Borrower 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 shall pay to Lender any

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

this Security Instrument.

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

basis of current data and reasonable estimates of future escrow items.

one-twelfth of: (a) yearly takes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents 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 Paste of the Funds of of 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due

DAIFORM COVENANTS. Borrower and Lender coversant and Late Charges. Borrower sl. Payment of Principal and Interest; Prepayment and Late Charges. Borrower sl.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrum 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 sauthorized 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 Lenger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due (ate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not 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 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 ar ortization 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 Assign Lound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben at the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants an lagreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note. (2) in 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: 431

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, the 1: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) my 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforcea' le a cording 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 sups 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.

2-4 FAMILY RIDER (Assignment of Rents) UNOFFICIAL COPY 2 (Assignment of Rents)

TL	HS 2-4 FAMILY RIDER is made this <u>8th</u> day of <u>July</u> , 1986
an De	d is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security ed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
	the to <u>First Illinois Bank of Evanston</u> , N.A. (the Lender") the same date and covering the property described in the Security Instrument and located at:
	2637 Stewart, Evanston, Illinois 60201 (Property Address)
In	Family Covenants. addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further yearnt and agree as follows:
	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 reced 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 Liera. 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 forurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
D.	"Borrower's Right to Reinstate" Deloted. Uniform Covenant 18 is deleted.
E.	Assignment of Leases.
	Upon Lender's request, Borrower shall a sign 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
F.	Assignment of Rents Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the veries and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.
for	Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee benefit of Lender only, to be applied to the sums secured by the Scourity Instrument; (ii) Lender shall be itled to collect and receive all of the rents of the Property; and (iii) cach tenant of the Property shall pay all to due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.
	rower has not executed any prior assignment of the rents and has not and will 1 ot perform any act that would vent Lender from exercising its rights under paragraph F.
of l	der shall not be required to enter upon, take control of or maintain the Property before or after giving notice breach to Borrower. However, Lender or a judicially appointed receiver may do so at ray time there is a breach, application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This gnment of rents of the Property shall terminate when the debt secured by the Security Interiment is paid in full.
G.	Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
Ву	Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider. $\tilde{\zeta}_{\tilde{\chi}}$
	Grean B. Kensheva (Seal)
	Susan B. Randhava - Borrower
	Susan B. Randhava —— (Seal) Susan B. Randhava —— (Seal)
	— Gorrower
	(Seal)
	(Seal)

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