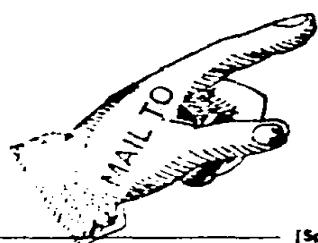


UNOFFICIAL COPY

390160130
33347159

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
5900 W. CERMACK
CICERO, IL 60650



86347759

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 26, 1986. The mortgagor is IQBAL M. KHAN AND SHAHIDA L. KHAN, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Mid America Federal Savings and Loan Association, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 5900 W. CERMACK, CICERO, IL 60650 ("Lender"). Borrower owes Lender the principal sum of SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$ 69,500.00). 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, 2016. 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 361 IN WILLIAM ZELOSKY'S SECOND TERMINAL ADDITION TO WESTCHESTER IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LAND UNDERLYING PART TAKEN FOR CONDEMNATION FOR ADDISON CREEK IN CASE NO. 60025 COUNTY COURT OF COOK COUNTY) IN COOK COUNTY, ILLINOIS.
P.T.N. 15-16-421-028-000

86347759

which has the address of 804 NORFOLK
(Street)
WESTCHESTER
(City)
Illinois 60153
(Zip Code) ("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 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.

UNOFFICIAL COPY

5900 W. CERMACK
MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION
WHEN RECORDED RETURN TO:

(Space Below This Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office
My Commission expires: 12/16/37
Given under my hand and official seal this 26th day of July 1936
set forth
signed and delivered the said instrument as IQBAL M. KHAN free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Iqbali Khan
personally known to me to be the same person(s) whose name(s) Iqbali Khan
do hereby certify that IQBAL M. KHAN AND SHAHIDA L. KHAN, HUSBAND AND WIFE
I, Iqbali Khan, a Notary Public in and for said county and state,
County ss:
State of Illinois
Iqbali Khan
SHAHIDA L. KHAN
(Seal)
Iqbali Khan
(Seal)
Iqbali M. Khan
(Seal)

Instrument and in any rider(s) executed or Borrower and recorded with it
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any rider(s) executed or Borrower and recorded with it.

Instrument without charge to Borrower. Borrower shall pay any remittance costs.
21. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
receipt, bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.
22. Waiver of Foreclosure. Borrower waives all right of redemption in the Property.
23. Right to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. Lender may record this Security Instrument in full or in part.

Instrument of a debt due after acceleration and sale of the Property, Lender is not cured on or
before the date specified in the notice, Lender may foreclose this Security Instrument in full or all sums secured by
this Security Instrument without notice, Lender may demand and may foreclose this Security Instrument by judicial proceeding.
Lender shall be entitled to collect all expenses incurred in pursuing its remedies provided in this paragraph 19, including
expenses of managing those past due. Any rents collected by Lender or the receiver shall be applied first to pay
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premium on
applicable receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judiciable
agent in possession, upon acceleration of the instrument of the Property and at any time
but not limited to, reasonable expenses, fees and costs of title evidence.

19. Acceleration; Remedies. Lender further covenants 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 date required to cure the
defect; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured;
and (d) that failure to cure the defect after the date specified in the notice may result in acceleration of the sums
secured by this Security interest after the date specified in the notice. The notice shall specify the following:
unless acceleration is given to Borrower, by which the defect must be cured;

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

UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender covenants shall be as follows:

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

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. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable 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 priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation 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 prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 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. 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.

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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate 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 fee title shall not merge unless Lender agrees to the merger in writing.

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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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.

8634725

UNOFFICIAL COPY

18. Borrower's Rights to Remittere. 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) from the date of this Security instrument or (b) entry of a judgment enjoining this Security instrument to any power of sale of real property held by Borrower under title to him, specifically for remittances) before sale of the property pursuant to any power of sale other than as provided in this Security instrument.

If Leader takes exercise of this option, Borrower shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of this notice for Borrower to pay all sums accrued by this instrument.

16. Borrower's Copy: Borrower shall be given one conforming copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficiary: Borrower shall be given one conforming copy of the Note and of this Security Instrument for transfer of the Property or a Beneficiary.

Note 3: The given effect without the configuration provision. To this end the provisions of this Security instrument and the which can be given effect without the configuration provision.

15. Governing Law; Severability. This Securities Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Securities Instrument or the Note is found to be contrary to applicable law, such conflict shall not affect other provisions of this Securities Instrument or the Note. Limitation of the jurisdiction in which the Property is located. To the extent that any provision of this Securities Instrument or the Note purports to limit the jurisdiction of any court to hear any action or proceeding relating to the Property, such provision is hereby rejected.

13. **Legislative Action Affecting Lenders' Rights.** [If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary to its terms, Lender shall be entitled to receive payment by paragrap

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 interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, (a) any such loan charge shall be reduced to 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 Lender net of fees paid to Borrower under this Note.

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and affect the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements and assents of Lender and Borrower, subject to the provisions of paragraph 17, Borrows' successors and assigns of Lender and Borrower, and any other person or persons 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 the sums executed by this Security instrument; (b) is not personally obligated to pay the terms of this Security instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without Borrower's consent.

shall not be a waiver of or preclude the exercise of any right or remedy by the Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy

Unless otherwise agreed and Borrower fails to pay monthly payments as agreed in writing, any application of principal shall not exceed one-half of the date of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments postponed the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 funds from the account, whether or not held in escrow, to the sums needed by Lender to restore or repair the property or to exercise any other option.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to be paid to Borrower.

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 instrument shall be reduced by the fair market value of the property immediately before the taking. Any balance shall be held for 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.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby

11. Lender, together with his wife, shall pay the premium required to maintain the insurance covering the term specified for this security instrument.

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER
1 Year Treasury Index—RateCap

398-00100
4 7 5 9

THIS ADJUSTABLE RATE RIDER is made this 26TH day of JULY 1986, 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 Adjustable Rate Note (the "Note") to MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

804 NORFOLK, WESTCHESTER, IL 60153

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.750%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750% or less than 5.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

8634798

UNOFFICIAL COPY

UNO

Property of Cook County Clerk's Office

-86-347759

SHAHIDA L. KHAN
-Borrower
(Seal)

IQBAL M. KHAN / 76-126-1
Borrower
(Seal)

If Lender exercises the option to require immediate payment in full, 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.