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LOAN # 87111944

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BOX 142
BELL FEDERAL SAVINGS & LOAN ASSN.
18340 GOVERNORS HWY.
HOMEWOOD, ILLINOIS 60430
UNIT HWD-LOAN NO. 87-111-944

DUK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

JULY 31

THIS MORTGAGE ("Security Instrument") is given on 19.....86 The mortgagor is **ASHOK K. CHAWLA AND PURNIMA CHAWLA, HIS WIFE** ("Borrower"). This Security Instrument is given to **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **Monroe & Clark Street, Chicago, Illinois 60601** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 75,000.00)**. 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 **06/01-2016**. 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 20 IN BLOCK 10 IN THE 1ST ADDITION TO FLOSSMOOR HILLS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D. NUMBER 31-02-327-020 VOLUME: 178 m.c

which has the address of **755 ELM ST**
(Street) **FLOSSMOOR**
Illinois **60422** ("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 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.

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July Commencement Expires May 30, 1988

My Commission Expires:

Witness my hand and official seal this 12th day of December 1919

THE executive said instrument for the purposes and uses herein set forth.

A SHOK R., CHAWLA AND PURNIMA CHAWLA, HIS WIFE
have executed and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument,
before me and in my presence, and in that of said county and state, do hereby certify that
they have executed said instrument to be true.

STATE OF ILLINOIS COUNTY OF COOK ss:

ILLINOIS STATE OF

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

19. Acceleration: Remedies. Under shall give notice to accelerate payment prior to acceleration under paragraphs 13 and 17 unless otherwise provided below.

(a) The notice shall specify: (i) the date given to Borrower; (ii) the action required to cure the default must be cured and (iii) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclose the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclose the date specified by judgment and sale of the property. The notice shall further provide that no further demand or notice shall be required to foreclose the date specified in the notice.

(b) The notice shall specify: (i) the date given to Borrower; (ii) the action required to cure the default must be cured and (iii) the failure to cure the default on or before the date given to Borrower; (iv) the date given to Borrower to pay all sums due and owing to Lender, plus interest thereon at the rate of twelve percent (12%) per annum from the date of the notice to the date of payment, plus costs and expenses of collection, including attorney's fees, if any, and all other expenses incurred in pursuing the remedies provided in this paragraph 19, including

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UNIFORM COVENANTS, CONDITIONS AND LEVIES COVENANT AND AGREEMENTS

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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 and 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.

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remedies permitted by this Security Instrument notice of demand on Borrower.
 18. Borrower's Right to Release. 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 permit) for repossessing personalty; or (b) entry of a judgment for repossessing personalty before sale of the property pursuant to any power of sale contained in this Security Instrument; or (c) entry of a judgment enjoining this Security Instrument from being enforced. Borrower may exercise this right to release notwithstanding notice of default or acceleration of this Security Instrument or otherwise. Borrower shall not apply in the case of acceleration under paragraphs 13 or 17.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 of the powers set forth in this instrument.

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

17. Transfer of Property. If all or any part of the Property is sold or transferred in Borower's interest in Borrower, it shall be deemed a transfer in Borower's name.

15. Governing Law; Severability. This Security Instrument shall be governed by fed. law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Note. Notwithstanding the foregoing, the Note can be given effect without the conflicting provision. To this end the provisions of this Note which are declared to be severable.

14. **Notices.** Any notice to be given under this Agreement may be given in writing by mail, fax or e-mail to the address set forth above or to such other address as the party giving the notice shall designate in writing. Any notice given by fax or e-mail shall be deemed to have been given to the party to whom it was provided for in this Agreement. Any notice given by mail shall be deemed to have been given to the party to whom it was provided for in this Agreement. Any notice given by e-mail shall be deemed to have been given to the party to whom it was provided for in this Agreement.

13. **Lenders' obligations** Article 13 of this Note of the Lender's Security Instrument unconditionally binds this Note to its terms. Lender, at its option, may render any provision of this Note of the Lender's Security Instrument ineffective by giving notice to the Lender.

12. **Loan Charges.** If the loan secured by this security instrument is subjected 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 rate, the lender may sue 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 the borrower which exceeded permitted limits will be refunded to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Noteholder. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Successors and Assets: Joint and Several Liability; Co-signer. The coverings and agreements of this Security instrument shall bind all of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note; (i) is co-signing this Security instrument only to mortgage; (ii) is not personally liable under this Note; (iii) is not personally liable under this Security instrument or the terms of this Security instrument, and (iv) is not personally liable under this Security instrument or the Note without that Borrower's consent.

any member of the family of *Leucania* can be used as a remedy.

make an award or settle a claim for damages. Borrower fails to respond to Lender's notice within 30 days after the date given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or its option, either to collect and apply the proceeds, either to its option, either to restore or repair of the Property or

If the Property is abandoned by Borrower, or if the trustee by Lender to Borrower fails to conduct any sale paid to Borrower.

In the event of a total failure of the Property, the proceeds shall be applied to the sums secured by this Security.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the issuance of terminals in accordance with Borrower's and Lender's written requirements are met.

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LOAN NUMBER

87111944

ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 25TH . . . day of . JULY 19 86 . . . , 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 BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

755 . . . ELM ST., FLOSSMOOR, IL 60422

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7½% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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 7.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of SEPTEMBER 19 87 , and on that day every 12 . . . th 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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 (. 2.500 %) 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%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than 2.0 . . . percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4(F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 13.750 . . . percent per annum.

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(D) 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.

(E) 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.

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PURNIMA CHAWLA
ASHOK K. CHAWLA
X Chawla K. Chawla

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

28. ASSUMPTION POLICY. Notwithstanding Covenants 17 of the Security Instrument, the Lender may assume or disapprove the creditworthiness of any assuming party or parties and to have the right to require the Note and the Security Purchaser of the property securing this loan provided that the terms of the Note and the Security Purchaser are not otherwise in default. (2) The Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that the Lender's loan underwriting standards, (3) in any and all events, deny assumption on the basis of lack of qualifications of the assuming party or parties under the circumstances of the Note and the Security Purchaser of the property securing this loan provided that the Lender has the right to charge an assumption fee of \$400.00 or .0% of the principal balance of this loan, said assumption fee to be charged to the extent allowed by law.

29. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Secuity instrument shall be released upon payment to the Lender of the indebtedness secured hereby. Pursuant to the terms hereof and the payment of its reasonable release fee.

30. ADDITIONAL INSURANCE. In the event that any, either or all of the underinsured Borrowers,

shall elect to secure life or disability insurance, or both, or insurance of similar nature, in amounts, and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premium due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with in-

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security instrument, Borrower and Lender further agree as follows:

(E) Additions to My Unpaid Principal; Increased Monthly Payment. Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my mon-

thly payment.

My unpaid principal can never exceed a maximum amount of one hundred twenty-five percent (125%) of the principal amount I originally borrowed. Any unpaid principal could exceed that maximum amount if I pay a limited payment. If so, on the date that my unpaid principal would cause me to exceed that limit, I will instead begin paying a new monthly payment my Limited Payment until the next Change Date. The new monthly payment will be the principal amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the interest rate in section 4(C) above.

(F) Borrower's Right to Limit Monthly Payment. Unless Sections 4(H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(G) Additions to My Unpaid Principal.

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest