

② 316895 UNOFFICIAL COPY

87438625

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on . . . August 3, . . . . .  
1987. . . The mortgagor is, Marc L. Ralchand and Vimala Ralchand, his wife . . . . .  
. . . . . ("Borrower"). This Security Instrument is given to Gary-Wheaton Bank . . . . .  
. . . . . of, Downers Grove, . . . . . which is organized and existing  
under the laws of . . . Illinois . . . . . and whose address is 1200 Ogdon Avenue . . . . .  
. . . . . Downers Grove, Illinois 60515 . . . . . ("Lender").  
Borrower owes Lender the principal sum of One Hundred Seventeen Thousand Nine Hundred . . . . .  
. . . . . and, \$117,900.00 . . . . . 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 October 1, 1996 . . . . . 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:

Lots 14 and 15 in Block 9 in Berwyn, in Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No. 16-31-126-020 ~~77~~ 74 LL

*Dec 0*

DEPT-01 RECORDING \$14.30  
7114444 TRAN 1630 08/07/87 15:06:00  
165469 # D 44-37-43842 E  
COOK COUNTY RECORDER

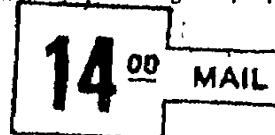
which has the address of ..... 3304-6 GROVE AVENUE, ..... Bellwood .....  
(Street) (City)  
Illinois ..... 60402 ..... ("Property Address");  
Zip Code

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.

**ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT**  
REORDER FROM ILLIANA FINANCIAL, INC.



Form 3014 12/83

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STATE OF ILLINOIS.....		DUPLICATE.....	County of.....
(Space below this line for acknowledgement)			
WILLIAM Ratcliffand Kathleen Ratcliffand		Villa Park, Illinois (Seal)	
Notarized Ratcliffand Kathleen Ratcliffand		Notary Public in and for said county and state.	
I do hereby certify that : NOELLA, Ratcliffand, and VINTA, Ratcliffand, hereunder signed and delivered the said instrument as chekx..... free and voluntary act for the uses and purposes hereinabove recited to the foregoing instrument, appeared before me this day in person, and acknowledged that him / her / they /..... personally known to me to be the same person (s) whose name (s) are.....		Given under my hand and official seal, this 3rd day of July, 1991	
My Commission Exp. MAR. 20, 1992		NOTARY PUBLIC STATE OF ILLINOIS	
OFFICIAL SEAL		NOTARIE PUBLIQUE ETAT DE L'ILLINOIS	
NAME.....		NAME.....	
ADDRESS.....		ADDRESS.....	
CITY.....		CITY.....	
STREET.....		STREET.....	
CITY-Y-WHICCAN BANK OF DOWNGATE GROVE		CITY-Y-WHICCAN BANK OF DOWNGATE GROVE	
1200 Ogden Avenue		1200 Ogden Avenue	
DOWNGATE GROVE, ILLINOIS 60515		DOWNGATE GROVE, ILLINOIS 60515	
ACCT: JOLYNNE C. COVINGTON		ACCT: JOLYNNE C. COVINGTON	
V.I. ANTHON, 1200 OGDEN AVE.		V.I. ANTHON, 1200 OGDEN AVE.	
THE INVESTIGATOR WILL NOT ANSWER QUESTIONS		THE INVESTIGATOR WILL NOT ANSWER QUESTIONS	
MAIL		MAIL	
INSTRUCTIONS		INSTRUCTIONS	

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 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 at the rate of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property: Notwithstanding any provision in this Agreement, 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, Lender may take action under this paragraph, fees and expenses of which shall be paid by Borrower.

change the Property, allow the Property to become waste. If this Security Instrument is on a separate sheet, merge unless Lender agrees to the merger in writing.

Unless a lessee under and borrower otherwise agrees in writing, any application of proceeds to participation shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 of clause five months in the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage prior to the acquisition shall pass to Lender to the extent of the sum acquired by this Security under paragraph 19.

Unless Lenders and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the Property damaged or repaired in accordance with the terms of the insurance policy.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause.  
Lender shall have the right to hold the policies and renewals if Lender receives notice of loss or damage to the insurance  
and receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give notice to the insurance  
carrier and Lender. Lender may make proof of loss if not made promptly by Lender or  
carrier.

**5. Standard insurance.** Borrower shall keep the property insured or uninsured against losses by fire, hazards included within the term "standard coverage" and any other hazards for which lender requires coverage. This insurance shall be maintained in the amounts and for the periods that lender requires. The insurance carrier providing the insurance shall be subject to lender's approval which shall not be unreasonably withheld.

**3. Application in Cryptography.** This application is two providers of services, all payments received by the user under paragraph 1 and 2 shall be applied; first, to late charges due under the Note and second, to principal due.

amount of cash necessary to make up the deficiency in the sum of money payable by the lessee.

The Funds shall be held in an institution the depositaries of which are insured or guaranteed by a state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, and paying the account or certifying the escrow items, unless Lender pays Borrower interest on the Funds and receives the funds needed to make such a charge. Borrower and Lender may agree in writing and applying the Funds, and paying the account or certifying the escrow items, unless Lender may not be paid on the Funds and applicable law permits such a charge. Borrower and Lender may agree in writing that each depositary shall be responsible for the security of the Funds and the safety of the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

1. **Programs of Preparation and Interest:** Preparatory and related subjects offer many opportunities for work in the preparation of students for college.
2. **Funds for Tuition and Laundry:** Subscriptions to tuition and laundry funds under the Note.