

UNOFFICIAL COPY

LOAN NO.: 130477

BOX 333-CA

Mail to:
THIS DOCUMENT PREPARED BY:
OLD STONE MORTGAGE CORPORATION
1100 31ST STREET SUITE 420
DOWNERS GROVE, ILLINOIS 60515
LORI RINN

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 MAY -5 AM 11:46

87240086

37 240 086

14⁰⁰

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
The mortgagor is ABDUL R. KHAN AND FARZANA KHAN
HUSBAND AND WIFE

APRIL 29 , 1987

("Borrower").

This Security Instrument is given to OLD STONE MORTGAGE CORPORATION

under the laws of WASHINGTON , and whose address is
500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004
("Lender").

Borrower owes Lender the principal sum of
SIXTY-FIVE THOUSAND AND NO/00
Dollars (U.S. \$ 65,000.00). 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 JUNE 01, 2017. 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 14 IN BLOCK 3 IN AUSTIN VIEW A SUBDIVISION OF THE SOUTH 1099 FEET
OF THE EAST 1/2 (EXCEPT THE WEST 247 FEET OF THE EAST 1147 FEET OF THE
SOUTH 545 FEET THEREOF) OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP
37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

37 240 086

TAX I.D. NUMBER 24-29-305-001-000

which has the address of 12501 S. MOODY
(Street)
Illinois 60463 ("Property Address");
(Zip Code)

PALOS HEIGHTS
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

6724033

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.

27
240
386

UNOFFICIAL COPY

the date of distribution at the Note rate and shall be payable in full to Borrower in one or more monthly payments, unless otherwise provided in the Note. The Note rate and the date of distribution shall bear interest from the date of distribution at the Note rate and shall be payable in full to Borrower.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the principal of and interest on the day monthly payments are due under the Note.

3. Agency (including Lender) shall be held in an institution which agrees to deposit its accounts of which are insured by a federal or state agency (including Lender) for holding and applying the funds held by Lender, together with the future monthly payments of Funds held by Lender.

The funds held by Lender shall apply the funds to pay the escrow items, unless Lender may not charge for holding and applying the funds held by Lender, together with the future monthly payments of Funds held by Lender.

4. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due the principal of and interest on the day monthly payments are due under the Note and any prepayment of items, if any. These items are called "escrow items". Lender may bear interest on the day monthly payments which 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 are due under the Note, unless an agreement is made or otherwise agreed to in writing that the funds shall be paid on the funds.

5. Application of Funds. Lender shall receive the funds held by Lender, together with the future monthly payments of Funds held by Lender, for the payment of taxes and assessments which are due under the Note, unless otherwise provided in the Note.

6. Preservation and Maintenance of Property; Late Notice. If Borrower fails to perform the obligations set forth in the Note, Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower acquires fee title to the property to make repairs in the property, Lender's actions may include paying any sums secured by a lien which has priority over this property and Lender's rights to regulate such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, such as a proceeding in this 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), Lender shall merge with the property (such as a proceeding in this 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), Lender shall merge with the property to determine if this instrument is on a leasehold interest.

8. Preservation and Maintenance of Property; Late Notice. If Borrower acquires fee title to the property, the lessor shall not merge Lender's interest in the property to the merger in writing.

9. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall comply with the provisions of the lease to the extent of the sums secured by this security instrument prior to the acquisition.

10. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

11. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

12. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

13. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

14. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

15. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

16. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

17. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

18. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

19. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

20. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

21. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

22. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

23. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

24. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

25. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

26. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

27. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

28. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

29. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

30. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.

31. Postponement of the Due Date of Payments Relating to the Acquisition of the Property. If this security instrument is on a leasehold interest, Lender shall merge with the property to the extent of the sums secured by this security instrument prior to the acquisition.