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THIS INSTRUMENT WAS PREPARED BY: COOK COUNTY, ILLINOIS
ALLSOURCE MORTGAGE BANKERS FILED FOR RECORD
2528 GREEN BAY ROAD
EVANSTON IL 60201
DENISE BILRICH

1987 MAY 14 AM 10:02

87260856

87260856

[Space Above This Line For Recording Data)

1500

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given MAY 08,

87 The mortgagee is ABHIK M. PATEL, HIRABEN A. PATEL HUSBAND AND WIFE, GHANSHAM R. PATEL, JASBIRING PATEL HUSBAND AND WIFE. L. W. Patel H. L. Patel.

("Borrower"). This Security Instrument is given to G. K. P., J. C. P.

ALLSOURCE MORTGAGE BANKERS which is organized and exists under the laws of

, and whose address is

2528 GREEN BAY ROAD EVANSTON IL 60201

("Lender").

Borrower owes Lender the principal sum of FIFTY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 54,000.00). 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 01ST, 2002. 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 24 IN BLOCK 16 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 665.60 FEET THEREOF AND EXCEPT THE NORTHWEST ELEVATED RAILROAD YARDS AND RIGHT OF WAY) IN COOK COUNTY, ILLINOIS.

PI# 1314204017

which has the address of 4662 N SPAULDING

(Street)

CHICAGO

(City)

Illinois 60628

(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."

NOTBROWER 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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OFFICIAL SEAL
Hilary Dexter
Nataly Public, State of Illinois
My Commission Expires 9/24/90

991

Digitized by srujanika@gmail.com

84th day of May 1987

My Commission expires: 9/34/90

set forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

The undersigned
do hereby certify that

H. L. Putnam
County ss:

STATE OF ILLINOIS.

J. H. PATTEL
H. L. P.
WPSA
H. R. PARTEL
G. R. PARTEL
T. A. PATTEL
JASBEN G. PARTEL
GHANSHYAM R. PARTEL
HIRABEN M. PARTEL
HIRABEN M. PARTEL
JALBHAI M. PARTEL
JALBHAI M. PARTEL

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

22. Whether or Homebased Borrower Waves all Right of homespread exemption in the Property.

23. Rider(s) to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, its coverages, its covariances and agreements of each such rider shall be incorporated into and shall amend and supplement the instruments of this Security Instruments as if the rider(s) were a part of this Security Instrument. [Check app., see box(es)]

2-4 Family Rider
 Condominium Rider
 Adjustable Rate Rider
 Graduate Payment Rider
 Planned Unit Development Rider
 Other(s) [Specify]

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default must be cured and (d) notice to Borrower to repair the defect before the date of the notice may result in acceleration of the sums secured by this Security Instrument. The notice shall specify: (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) the right to accelerate after acceleration and the right to assess in the form Borrower of the right to reinstate after acceleration and the right to foreclose if the non-existent or any other default of Borrower to accelerate. If the default is not cured or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument notwithstanding any provision to the contrary in this instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption upon taking possession of and managing the Property, Lender or by judgment or by agreement, or by judicially appointed receiver shall be entitled to collect rents of any kind due and payable to the receiver or to the holder of the notes or bonds or to the trustee holding those past due, Any rents collected by Lender or the receiver shall be applied to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recording costs, attorney's fees and other expenses of all sums secured by this Security Instrument.

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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 from the date of disbursement at the Note rate payable, with interest, upon notice from Lender to Borrower requesting payment.

Instrument, appearing in court, paying reasonable attorney's 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.

7. **Protection of Lender's Rights in the Property Mortgagel Insurance.** If Borrower fails to perform the covenants and requirements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lenders' rights in the Property (such as a proceeding in bankruptcy, probate, or 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 in the manner Lender deems appropriate.

6. **Preservation and Maintenance of Property; Leases;** Borrower shall not destroy, damage or sublease in whole or in part any building, structure, equipment, fixtures, leasehold improvements, or other assets in which

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments under Paragraph 19 if the mortgagor is unable to pay his debts resulting from damage to the property prior to the acquisition of the property by the lender.

The Proprietary 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender is not able to collect the insurance proceeds, Lender may sue the Borrower to settle a claim, then Lender may collect the insurance proceeds. Lender may sue the Borrower to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender to cure; the insurance carrier has 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 to cure; the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may sue the Borrower to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender to cure; the insurance carrier has

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

3. Hazardous insurance. Borrower shall keep the improve-ments now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term, excluded "average", and any other hazards for which Lenders' certificate providing the insurance shall be chosen by Borrower will be subject to Lenders' approval which shall not unreasonably withhold.

Notice of Repossession is subject to a lien which may attach prior to or over this Security Instrument, Lender may give Borrower notice of repossessing the lien. Borrower shall satisfy the lien before one or more of the actions set forth above within 10 days of the giving of notice.

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) consents in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an agreement to the enforcement of any right or remedy of Lender under this Security Instrument.

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 he or she makes these payments directly, Borrower shall promptly furnish to Lender

Note: third, to amounts payable under Paragraph 2; fourth, to interest due; and last, to principal due.

application is a credit instrument that can be used to finance the acquisition of a durable good or service.

amount necessary to make up the deficiency in one or more payments as required by Lender.

purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

The state agency (including Lennder if Lennder is such an institution) shall be held in an account of which are measured or guaranteed by a record of funds raised by Lennder if Lennder is such an institution, Lennder shall apply the Funds to pay the escrow items under charge for holding the Funds, analysing the account of verifying the escrow items, unless under pays Borrower interest on the Funds until payment of the Funds. Lennder may not charge for holding the Funds and analysing the account of verifying the escrow items, unless under agrees in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law permits Lennder to make such a charge, Borrower requires interest to pay the Funds to be paid on the Funds. Lennder shall not be required to pay Borrower interest on the Funds unless Lennder has given credit to the Funds and details to the Funds and details to the Funds. Lennder gives to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and details to the Funds. Lennder shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and details to the Funds.

the principal of and interest on the debt evidenced by the Note and late charges due thereon, Borrower shall promptly pay when due, any amount or premium and interest, prepayment and late charges.

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2-4 FAMILY RIDER

(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 08th of MAY , 19 87 , 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 Note to ALLSOURCE MORTGAGE BANKERS..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4662-N-SPAULDING-CHICAGO-ILLINOIS-60625
[Property Address]

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "ublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

HIRABEN M. PATEL

.....(Seal)
Borrower

HIRABEN M. PATEL

.....(Seal)
Borrower

HIRABEN M. PATEL
E.
GHANSHYAM R. PATEL

GHANSHYAM R. PATEL

W.Patel
H.L.P.
G.R.P.
J.G.P.

JASIBEN G. PATEL

JASIBEN G. PATEL

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