

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 9, 1987. The mortgagor is MOHAMED ALI KHAN IQBAL and ASEFA IQBAL, his wife, ("Borrower"). This Security Instrument is given to ZION STATE BANK AND TRUST COMPANY, which is organized and existing under the laws of Illinois, and whose address is 2612 Sheridan Road, Zion, IL 60099. ("Lender"). Borrower owes Lender the principal sum of Sixty Thousand and no/100 Dollars (U.S. \$60,000.00--). 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 ~~hereby made a part hereof~~. 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 16 and the East 27 feet of Lot 15 in Greenwood Heights, a subdivision of the West 1/2 of the West 1/2 of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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CCO UN

PTN: 09-14-107-010 &amp; 09-14-107-020

✓ which has the address of 9202 Greenwood Avenue, Niles,  
(Street) [City]  
Illinois 60648 ("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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BOX 333-GG

NAME	ZION STREET BLOCK
STREET	3612 Schmidau Rd
CITY	ZION, IL 60099
STATE	IL
ZIP	60099
DESCRIPTIONS	FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
REMARKS	
OR	
INSTRUCTIONS	

My Commission expires: July 9, 1987

I, ....., the undersigned, a Notary Public in and for said county and state, do hereby certify that MOHAMMED ALI KHAN IOBAL and ASPIA IOBAL, his wife, personally known to me to be the same person (s), whose name (s) are ....., subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that ....., he (she)..... signed and delivered the said instrument as ..... witness ..... free and voluntary act (s), the uses and purposes wherein set forth.

STATE OF ILLINOIS..... County ss:

Mohamed Ali Khan Iqbal		ASSTIA Iqbal	For Acknowledgment Borrower (Sect)

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

20. Lender in Possession. Upon acceleration following judgment of the Property and at any time prior to the expiration of any period of redemption following judgment (in person, by agent or by judicial appointment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees of the Property including those past due, and then to the sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on bonds and reasonable attorney's fees, and then to the costs of collection of rents, including, but not limited to, receiver's fees, any costs of maintenance of the Property following judgment, including, but not limited to, receiver's fees, any recorded instruments, security instruments, leases, and other obligations of the debtor.

21. Payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recorded instruments costs.

22. Whether or not Homestead, Borrower willies as all right of homestead excepted in the Property.

23. Rider 2 to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverage agreements and agreements of each such rider shall be incorporated into and shall amend and supplement the coverage of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]  2-4 Family Rider  Conditional Rider  Planned Unit Development Rider  Graduated Premium Rider  Other(s) [Specify]

NON-UNIFORM GOVERNANTS SOFTWARE and Lemder further covenant and agree as follows:

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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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 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.

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18. Borrower's Right to Presentate. If Borrower meets certain conditions, Borrower shall have the right to have a applicable law may specify for presentation before sale of the Property pursuant to any power of sale contained in this instrument. In the event of a judgment or order for repossession of this Security Instrument and the Note had accrued, (a) pays all expenses incurred in enforcing this instrument; (b) entitles him to sums which would be due under this Security Instrument and the Note had accrued, (c) pays all expenses of any other collection or garnishment or (d) takes such action as Lender may reasonably require to assure that his rights under this instrument are protected.

Federal law as of the date of this Security Instrument.

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions or clauses of this Security Instrument or the Note. Note are declared to be severable.

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 otherwise required by law. The notice shall be deemed to have been given to Borrower when given by first class mail to Lender's address stated herein or to any other address Lender designates by notice to Borrower. Any notice prepared for Lender shall be deemed given to Lender at Lender's address by notice to Borrower. If notice to Borrower is given by telephone, it shall be given to the telephone number designated by Borrower to Lender.

particular preparation without trying to prepare his audience for the lecture. In effect, the preparation of the lecturer's rights, or experimentation of applicable laws has the effect of remedying the deficiencies in Note or this Section. Instrument recording to its terms, Lender, at his option, reenderting may require payment in full of all sums secured by this Security instrument and many invoke any remedy permitted by paragraph 19. If Lender exercises his option, Lender shall take the steps specified in the second paragraph

**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 exceed the 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

11. Successors and Assignees; 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 the property under the terms of this Security Instrument; (b) is not personally obligated to pay sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to modify, or replace, or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's interest, unless otherwise provided in the Note.

modifications of said instrument granted by this SecuritY instrument or any successor to it, shall not operate to release the liability of this SecuritY instrument or any successor to it, from the obligations of the sums secured by this SecuritY instrument or any successor to it, unless BorroWer or Borrower or both shall have been given notice of such modification or change at least 30 days before the date of such modification or change, and such notice shall be a waiver of the exercise of any right or remedy.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium others 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 to restoration of the security interest or to the sums secured by this instrument, whether or not due.

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, the balance of the proceeds shall be applied to the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

Borrower waives demand for payment of the principal amount due under the Note and waives all rights to sue or collect on the Note. Borrower agrees to pay the principal amount due under the Note and all other amounts due under the Note, and to pay all costs and expenses of collection, including attorney's fees, in the event of default by Borrower.

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## EXHIBIT A

Complete terms of repayment are as follows:

Principal and interest shall be payable at Zion State Bank and Trust Company, or such other place as the Note holder may designate, in consecutive monthly installments of Five Hundred Twenty-Four and 22/100 Dollars (US\$524.22), on the 1st day of each month beginning September 1, 1987. Such monthly installments shall continue until the entire indebtedness evidenced by Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 1, 1990.

THIS LOAN IS PAYABLE IN FULL AT THE END OF THREE YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

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