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Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Borrower,

(ii) The sale or other transfer is pursuant to a contract of sale (or by deed, if there is no contract of sale) executed no later than 12 months (24 months if the Property is not the principal or secondary residence of the Borrower) after the date on which this Security Instrument is executed, and

(iii) The credit of the purchaser or grantee has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUC Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the liens created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of 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 successor 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.

12. 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 9.b. 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 negotiate, 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 term of this Security Instrument or the Note without that Borrower's consent.

13. 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 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. 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: (a) 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; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) 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 16.

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.

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7. **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 place of condemnation, are hereby assined and shall be paid to Lender to the full amount of the full amount of the indebtedness that remains unpaid under this instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this security instrument. First to any deficiency in payment provided in Paragraph 3, and then to prepayment of principal.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, until paid, and shall be immediately due and payable.

"It is our desire that these property rights be upheld in the same manner as other items mentioned in Paragraph 2."

5. Preservation and Maintenance of the Property, Leasesholds, Borrower shall not commit waste or destroy, damage or substandardly change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant instrument is on a leasehold, Borrower shall complete action to protect and preserve such vacant instrument is on a leasehold, Borrower acquires fee title to the Property, the lessee shall comply with the provisions of the lease. If this Security instrument is in a leasehold, Borrower agrees to the merger in writing.

In the event of foreclosure or this Security Interest or other transfer of title to the Property that extinguishes the indebtedness, all rights, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

In the event of loss, Borrower shall give Lender notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied, at its option, either (a) to the reduction of the indebtedness under the Note and this Security instrument, first to Lender, at its option, either (b) to the reduction of the indebtedness under the Note and this Security instrument, first to Lender, or (c) any part of the insurance proceeds may be applied to repair or replace any damaged amounts applied in the order in Paragraph 3, and then to the application of principal, (d) to the restoration of the damaged property. Any application of the proceeds to the repair of such property, any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

4. Fire, Flood and Other Hazard Insurance. To cover the property, whether now in existence or subsequently erected, against any hazards, -seualities, and contingencies, including fire, for which Lennder requires insurance or subsidence all improvements on the property, whether now in existence or subsequently erected, against losses arising from subsidence, damage by fire, or any other hazard, as may be required by the Secretary. All insurance shall be carried with companies approved by Lennder. The insurance policies and any renewals shall be held by Lennder and shall include loss payables clauses in favor of, and in a form acceptable to, Lennder.

Fourth, to amortization of the principal of the Note;
Fifth, to late charges due under the Note.

3. Application of Premiums: All payments under paragrapahs 1 and 2 shall be applied by Leander as follows:

- First, to the monthly mortgage interest income premium to be paid by Leander to the Secretary
- Second, to the monthly mortgage interest income premium to be paid by Leander to the Secretary or to the Secretary or to the monthly charge by the Secretary unless Borrower paid the entire mortgage insurance premium when this security instrument was signed.
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

If Borrower, Lender or the full payment of all sums secured by this Security Instrument shall be credited with the balance remaining for all instalments for items (a), (b), and (c) and any mortgage insurance premium to credit Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all instalments for items (a), (b), and (c).

by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments issued by the Secretary are insured under Programs which require advance payment of his or her mortgage insurance premium. If this Security Instrument is or was issued under a program which did not require advance payment of the entire mortgage premium, then each monthly payment shall also include either: (a) an installment

is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

for such items payable to Lender prior to the due dates of such items, except as to Note due six months from the date of this Agreement, which shall be paid in full at the time of payment of the Note.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments

Each month only installments for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount for each item shall be accumulated by Lender within a period ending one month before the item would become due.

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MAIL TO:
NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1300 MIDWEST PLAZA EAST
800 MANQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

DEPT-01 RECORDING \$15.25
T#4444 TRAN 1674 12/01/89 10:44:00
#3568 # D * 89-573609
COOK COUNTY RECORDER

499685

[Space Above This Line For Recording Data]

ILFM

FHA Case No.
131-5936325 734

State of Illinois

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on NOVEMBER 28TH
The Mortgagor is JAVED I. BANGASH AND RIFAT BANGASH, HUSBAND AND WIFE , 19 89

whose address is 6 YORKTOWN CT, S BARRINGTON, IL 60010

, ("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is P.O.BOX 31728, CHARLOTTE, NC 28231 ("Lender"). Borrower owes Lender the principal sum of

THIRTY THOUSAND AND 00.00

Dollars (U.S. \$ **** 30,000.00). 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 DECEMBER 1ST, 2019 . 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 6 to protect the security of the 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:

UNIT 6-108 IN HIGHLAND CROSSING CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PORTION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR HIGHLAND CROSSING ADD ON CONDOMINIUM AND OF EASEMENTS RELATING TO UNCONVERTED AREA, RECORDED IN COOK COUNTY AS DOCUMENT 25609760 (THE "DECLARATION"), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PERMANENT TAX NUMBER: 07-16-200-056-1201

1500 TAIC

TAX STATEMENTS SHOULD BE SENT TO:

BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O.BOX 31728, CHARLOTTE, NC 28231
which has the address of 1180 MEADOW DRIVE UNIT 6-108, HOFFMAN ESTATES (Street, City),
Illinois 60194 (ZIP Code). ("Property Address");

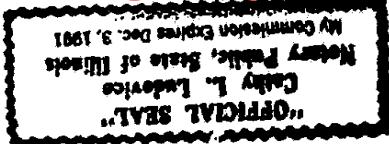
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also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

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.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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LAW OFFICES OF
NORWEST MORTGAGE, INC.
3601 ALGONQUIN ROAD
SUITE 510
ROLLING MEADOWS, IL 600080000

Given under my hand and official seal, this
28TH day of NOVEMBER, 1989

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
I, personally known to me to be the same person(s) whose name(s)
is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
I, personally known to me to be the same person(s) whose name(s)

I, JAVED I., BANGASH AND RIFAT BANGASH, HUSBAND AND WIFE
hereby certify that I have read and understood the contents of the
aforesaid document and do hereby state that I am a party thereto.

STATE OF ILLINOIS, **COOK** **County ss:**

Page 4 of 5

-[Outerwear]
-[Seal])

Boettcher
(Seal)

RIFAT BAGASH, HUSSEIN AND WIFEBORROWER
(Sear)

JAVELIN BANGKOK
-Borderless
(Sect)

WITNESSES:

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

Condominium Rider Growing Equity Rider Adjustable Rate Rider Graduated Payment Rider Other

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coventants of each such rider shall be incorporated into and shall amend and supplement together with this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)]

四庫全書

* PERMITTED BY APPLICABLE LAW. UNDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

19. *Wavier of Homeestead. Borrower waives all rights of homestead exemption in the property.*

18. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

SECRETARY OF STATE FOR DOMINION AFFAIRS * **SECRETARY OF STATE FOR DOMINION AFFAIRS** *

NON-UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

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NMFL# 3170 G69

VMP MORTGAGE FORMS • (313)293-8100 • (800)521-7291

FHA Multistate Condominium Rider - 6/89

603823564

[Space below this line reserved for Acknowledgments]

JAVED I. BANGASH WIFE RIFAT BANGASH, HUSBAND AND BROTHER-IN-LAW

8. *Signature* at *Seal* (Seal)

Ridder, G. de (1979). The role of the teacher in the classroom. In J. van der Stoel (Ed.), *Teaching and learning: A reader* (pp. 1-12). The Hague: Martinus Nijhoff.

In effect, upon notice from Lender to Borrower requesting payment,

Secured by the 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

C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower.

B., Borrower promises to pay Borrower's allocated share of the collection expenses of assessments and charges imposed by the Owners Association, as provided in the condominium documents.

and shall be paid to the entity legally entitled thereto.

the condominium unit or to the common elements. Any proceeds payable to Borrower are hereby assigned and shall be paid to the Commodity Futures Trading Commission or its successors under the Commodity Exchange Act.

by the Owners' Association policy, no owner shall file a vendor's notice of any expense in regard to the common coverage and of any other occurring from a hazard, in the event of a distribution of

hazard standard insurance coverage on the Property, and (ii) bond over a obligation under this Paragraph 4 to maintain hazard insurance coverage on the Property.

the executive required by the Secretary, then: (d) Under waivers like those in Paragraph 2 of this Section instrument for the monthly payment to Leander of one-twelfth of the yearly premium installments for

and provides insurance coverage in the amounts, for the periods, and against the hazards I consider necessary, to include all other hazards included within the term "extended coverage," and loss by flood, to

Improvements now exist in all property, and such policy is satisfactory to Leander or "blanket" policy insuring all property subject to the condemned documents. Including all

Borrower and Lender shall enter into a separate agreement and agree as follows:

Both were sultanas in the Omega's association and the USCIS, in October, had inquiries of both individuals.

"Chondromelus Association", which is the owners association of our company, which has the right to propose any changes in the project.

[Name of e-endoromimetic Project] [Name of e-endoromimetic Project] [Name of e-endoromimetic Project]

Project Known as:
HIGHLAND CROSSING CONDOMINIUM

The **Property Address** includes a unit in, together with an individual interest in the common elements of, a condominium.

1180 MEADOW DRIVE UNIT 6-108, HOFFMAN ESTATES, IL 60194

(“Lender”) of the same date and covering the Property described in the Security Instrument and located at:

(“Borrower”) to secure Borrower’s Note to

THIS CONDOMINIUM RIDER IS MADE THIS 28TH DAY OF NOVEMBER, 1989, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE, DEED OF TRUST OR SECURITY DEED ("SECURITY INSTRUMENT") OF THE SAME DATE GIVEN BY THE UNDERSIGNED

CONDOMINIUM RIDER

131-55

589664

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Property of Cook County Clerk's Office

6-2015-200