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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.

19. 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 sum 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 Interest in the collateral described in paragraph 7, subject to the terms and conditions set forth in this Note.

Instruments, appearing in court, paying reasonable attorney fees and entering into the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Lenders' rights in the Property (such as a proceeding in bankruptcy, probeate, for condominium or to enforce laws or regulations), then Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property.

Fee title shall not merge unless Lender's Rights to the property are terminated or otherwise disposed of as a result of a merger in writing.

change the Property, below the Provisions of the lease, and if Borrower acquires title to the Property, the lessor shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the lessor shall comply with the provisions of the lease.

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 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.

which the notice is given.

any otherwise agree in writing, any application of proceeds to principal shall not extend or unless the lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property if such repair is not made promptly by Borrower.

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

releases carter provides insurance that insurancce shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier chosen by Borrower, subject to Lender's approval which shall not be unreasonable, shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonable, within twelve months.

5. Hazard Intrinsic. Borrower shall keep the intrinsic elements now existing or hereafter created or the Property insured against losses by fire, hazards included within the term "extreme and coverage" and any other hazards for which Lender

The preeminent satisfaction to Leender's superordination to the law which he, to this Security Instruments. If Leender determines that any party or more of the actions set forth above within 10 days of the filing of notice.

agrees in writing to the payment of the obligation incurred by the lessee in a manner acceptable to Lenders; (b) commutes in good faith the lessee by, or defends against suit or proceeding brought by the lessor or other party in interest to foreclose or otherwise enforce the title of the lessor or holder of the leasehold interest in the property; (c) secures from the lessor or holder of the lease an enforcement of the lease or forfeiture of an interest in the property; or (d) commutes in good faith the lessee by, or defends against suit or proceeding brought by the lessor or other party in interest to foreclose or otherwise enforce the title of the lessor or holder of the leasehold interest in the property.

receipts evidence changing the payments. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender detailed information which has priority over this Security Instrument unless Borrower: (a)

Borrower shall pay the fees obligated in the manner provided in paragraph 2 of our note paid in that manner. Borrower shall promptly furnish to Lender all notices of amounts due and payable when they become due and payable.

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

3. Application of Prepayments. Unless otherwise specified, all payments received by Lender under this Note shall be applied first, to late charges due under this Note; second, to prepayment charges due under this Note; and last, to principal.

any Funds held by Lender, If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender shall apply.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower an amount necessary to make up the deficiency in one or more payments required by Lender.

If the amount of the future monthly payments of Funds held by Lessee, together with the escrow items of Funds payable prior to the delivery of the escrow items, shall exceed the amount required to pay the monthly payments of Funds held by Lessee, the excess amount shall be paid to the Funds by Lessee.

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender may not charge for holding funds and applying the funds to make such a charge. A charge assessed by Borrower interest on the funds and applying the funds to make such a charge.

basis of current and reasonably estimable future economic costs.

one-half of (a) yearly taxes and assessments which may accrue to the Property, if any. These items are called "escrow items." Lender may estimate the Funds due on the mortgage payable on ground rents or ground leases and assessments within the Property, if any. (c) yearly hazard insured insurance premiums; and (d) yearly expenses held in escrow by Lender.

2. Funds for Taxes and Insurance.

UNIFORM CONTRACT FORMS are available from the **Principals of Uniform Contract Forms**, published by the **Notes and Debts Preparers** under the **Notes and Debts Preparers**.

For more information about the study, please contact Dr. John Smith at (555) 123-4567 or via email at john.smith@researchinstitute.org.

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10/1/ - 48164 DMS

[Space Above This Line For Recording Data]

5032123

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 8
19 89 The mortgagor is

PRAFULL B. PATEL AND KANTA P. PATEL, HIS WIFE

("Borrower"). This Security Instrument is given to

Household Bank FSB, A Federal Savings Bank
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
255 East Lake Street, Bloomingdale, Illinois 60108 , and whose address is
("Lender").

Borrower owes Lender the principal sum of

FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100THS-----

Dollar (U.S. \$ 56,250.00). 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 JANUARY 1, 2005 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:

PARCEL 1: THE NORTH 18 FEET OF THE SOUTH 56.42 FEET OF LOT 7 IN TERRASAL PARK
SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

89596399

PARCEL 2: THE NORTH 10 FEET OF THE SOUTH 90 FEET OF THE WEST 23 FEET (AS
MEASURED ON THE SOUTH LINE) OF LOT 8 IN TERRASAL PARK SUBDIVISION OF PART OF
THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP
41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS APPURTEANANT TO AND FOR THE USE AND
BENEFIT OF PARCELS 1 AND 2 AS SET FORTH AND DEFINED IN THE DECLARATION
RECORDED AS DOCUMENT NO. 17532496, IN COOK COUNTY, ILLINOIS.

P.I.N: 09-29-409-097

which has the address of 1329 Highland Unit E Des Plaines
(Street) (City)
Illinois 60018 ("Property Address");
(Zip Code)

89596399

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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My Commission expires:
Given under my hand and official seal, this day of December , 19 89
Sect. Lorin.

do hereby certify that PRAFULL B. PATEL AND KANTA P. PATEL, 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 acknowledged that they
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

1. The Undersigned
, a Notary Public in and for said County and State,
certifies that
, a Notary Public in and for said County and State,

STATE OF ILLINOIS
County 55

[Space Below This Line for Acknowledgment]

BY SIGNING BELOW, BORROWER ACCEPS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY LENDER AND RECORDED WITH IT.

- | | |
|---|---|
| <input type="checkbox"/> Acceleration: Remedies, Lender shall file notice to Borrower prior to acceleration following Borrowing | <input type="checkbox"/> unless applicable law provides otherwise; (b) the notice required to cure the deficiency or any covenants in this Security Instrument (but not paragraphs 13 and 17) and (d) that failure to timely deliver the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the right to assert in the foreclosure proceeding. The notice shall further inform Borrower of the right to restate after acceleration by judicial proceeding and sale of the Property. The notice shall further specify the date before the notice may result in acceleration of the sums and (e) not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (f) that failure to timely deliver the date specified in the notice may result in acceleration of the sums and defaulter, not less than 30 days from the date the notice is given to Borrower, (b) the action required to cure the deficiency applies to all debts, not less than 30 days from the date the notice is given to Borrower, (b) the notice shall specify; (a) the defaulter; (b) the action required to cure the deficiency or any covariant in this Security Instrument (but not paragraphs 13 and 17) unless applicable law provides otherwise; (c) the date the defaulter or defaulter, not less than 30 days from the date the notice is given to Borrower and Lender further covenants and agree as follows: |
| <p>19. Acceleration: Remedies, Lender shall file notice to Borrower prior to acceleration following Borrowing</p> <p>unless applicable law provides otherwise; (b) the notice required to cure the deficiency or any covariant in this Security Instrument (but not paragraphs 13 and 17) and (d) that failure to timely deliver the date specified in the notice may result in acceleration of the sums and (e) not less than 30 days from the date the notice is given to Borrower, (b) the notice shall specify; (a) the defaulter; (b) the action required to cure the deficiency applies to all debts, not less than 30 days from the date the notice is given to Borrower, (b) the notice shall specify; (c) the defaulter, not less than 30 days from the date the notice is given to Borrower, (b) the notice shall specify; (a) the defaulter; (b) the action required to cure the deficiency or any covariant in this Security Instrument (but not paragraphs 13 and 17) unless applicable law provides otherwise; (c) the date the defaulter or defaulter, not less than 30 days from the date the notice is given to Borrower and Lender further covenants and agree as follows:</p> | |
| <p>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 following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect rents of the Property including those paid to Lender or the receiver shall be limited to paymen</p> <p>the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on bonds and reasonable attorney's fees, and them to the sums secured by this Security Instrument.</p> <p>21. Receiver: Upon payment of all sums security instrument of this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.</p> <p>22. Waiver of Homestead: Borrower waives all right of homestead exemption in the Property.</p> <p>23. Right to the Security Instrument: If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]</p> <p>24. Rider(s) [Specify] _____</p> | |

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Form 3150 12/83

MULTISTATE PUD RIDER - Single Family • FINMA/FHLMC UNIFORM INSTRUMENT

1021.FRM (01/06) CMS

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Chotomová
(2005)

COOK COUNTY RECORDER BONNIE
REC'D-01 RECORDING 316.25
18333 TIRAN 3881 12/14/89 11:35:00
4128-C * 55-594599

BOTOWER
(Seal)

* *Baccharis*

BY SIGNING BELOW, BOTTWER ACCEPTS TO THE TERMS AND PROVISIONS CONTAINED IN THIS PUD RIDER.

be payable, with interest, upon notice from Lender to Borrower requesting payment.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security interest held. 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

E. Lennder's Right to Terminate: Borrower shall not, except after notice to Lennder and with Lennder's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a building by condemned or eminent domain; or
- (ii) any amendment to any provision of the "Constitutional Documents"; if the provision is for the express benefit of Lennder;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lennder.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Project, or the common areas of the facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby set aside and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in Uniform Covenant B.

C. **Public Liability Insurance.** Borrower shall take out policies as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable in connection with the property, shall be held by Lender until paid over to Lender.

Gorower shall give Lender prompt notice of any uses in regard to which coverage is provided by the Owners' Association policy. Gorower shall inform Lender that the required coverage is provided by the Owners' Association policy.

(ii) **Leander's** policy bearing the liability which is selflessly to Leander and which provides insurance coverage in the amounts, for the periods, and against the hazards listed earlier, including fire and hazards included within the term, "extended coverage", then: (i) Leander waives the provision included in Uniform Covenant 2 for the monthly payment to Leander of one-twelfth (1/12th) of the yearly premium payable for insured insurance coverage on the Property; and (ii) Barrowers obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed

All dues and assessments imposed pursuant to the Constitution Documents.

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The Constituent Documents, the Note, the (i) Declaration, (ii) Articles of Incorporation, trust instrument or any equivalent document which creates the obligations of Borrower to the Owners, and (iii) by virtue of other rules of law, shall prevail over the PUD's Constituent Documents.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agrees and declares of the PUD (the "Ownees Association") and the uses, benefits and proceeds of Borrower's interest.

(the "PUD"). The Property also includes Borrower's interest in the homestead or equivalent entity owning or managing the com
Name of Plaintiff Unit Development

CHANGES AND CORRECTIONS MADE TO THIS DOCUMENT ARE DOCUMENTED AS DOCUMENT NO. 17532496

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and fixtures, as described in [Property Address].

of the same date and covering the Property described in the Security instrument and located at:

HOUSESOLD BANK LTD
(the "Lender")

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 the Borrower's Note to

PLANNED UNIT DEVELOPMENT RIDER

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