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5079264

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 21

1990 The mongagor is MOSTAFA SHIRAZI, A-BACHELOR

Airorced Mud NOT SINCE TEMPTHEN HOUSEHOLD BANK, f.B.b., A FEDERAL SAVINGS BANK

("Borrower"). This fee rity Instrument is given to which is organized and existing under the laws of

THE UNITED STATES OF AMERICA , and whose address is

255 E. LAKE ST., BI JOYINGDALE, IL 60108

108 19. S

("Lender").

Borrower owes Lender the principal sum of

SEVENTY TWO THOUSAND AND NO/100-----

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 OCTOBER 1, 2020

This Security Instrument secures to Lender: (a) the repayment of the debt wideneed 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

modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrover'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 41 IN BLOCK 4 IN ALBERT WISNER'S SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION OF THE NORTHEAST QUARTER (%) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUR COUNTY, ILLINOIS.

P.I.N. #13-26-208-010-0000

90456573

915.0 17.5333 TRAN 6937 09/25/90 13:43:80 19688 4 ビーザロー466573 CRIK COUNTY RECORDER

which has the address of

3047 N. CENTRAL PARK

CHICAGO

Illinois

60618 [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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/93

-6F(IL) 18909

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

Amended 5/87

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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 actile 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 recessors 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 Bourd; 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 com's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) rigrees 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) Pay 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 has nument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the staps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument and 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 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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cednesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

Any amounts disbursed by Lender under this paragraph? Sahall 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

Instrument, appearing in court, paying reasonable attorneys, fees and entering on the Property to make repairs. Although Lender may take action under this paragraph?, Lender does not have to do so. in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

2. Protection of Lender's Rights in this Seourity Instrument, or there is a legal proceeding that may significantly affect coverants and agreements contained in this Seourity Instrument, or there is a legal proceeding that may significantly affect coverants and agreements contained in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or Lender's rights in the Property such Lender's rights in the Property such Lender's rights.

6. Preservation and Maintenance of Property; Lesseholds. 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

instrument immediately prior to the acquisition. 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 postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given, offered to settle a claim, then Lender may collect the instrument, whether or not then due. The 30-d.y , repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-d.y , eriod will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the in urance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's 2011y is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the itsurance proceeds shall be Unless Lender and Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shalt give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, norrower shall promptly give to Lender

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

insurance carrier providing the insurance shall be maintained in the amounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extended no erage" and any other hazards for which Lender

liazard insurance. Borrower shall keep the improvement on hereafter erected on the Property of the giving of notice, the Property is subject to a lien, which may attain priority or at this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall salisfy the lien or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this? ceurity Instrument. If Lender determines that any part of

Brees in writing to the payment of the obligation seed on the Property; or (c) secures from the holder of the lien an good safe, the lien by, or defends against enforcement of the lien of the lien by, or defends against enforcement of the lien of the lien and the property; or (c) secures from the holder of the lien and the lien Borrower shall promptly discharge any let which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. to be paid under this paragraph. If Borrower are es these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person was a payment. Borrower shall promptly furnish to Lender all notices of amounts Cherges; Liens. Borrow or this Security Instrument, and lesschold payments or ground rents, if any Property which may attain priority or or this Security Instrument, and lesschold payments or ground rents, if any Borrower shall pay these obligations in the n anner provided in paragraph 2, or if not paid in that manner, Borrower shall

application as a credit against the sums secured by this Security Instrument.

3. Application of Pryments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs I and 2 shall be applied that, to late charges due under the Mote; third, to prepayment charges due under the Mote; third, to amounts payable and rate charges due under the Mote; third, to amounts payable and rate charges due under the Mote; third, to amounts payable and rate and are the Mote; third, to amounts payable and rate and are the second, to prepayment charges due under the

then immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any Punds held by Let det Hunder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later untour necessary to make up the deficiency in one or more payments as required by Lender. Upon payment, Lender, shall prompily refund to Borrower

amonut of the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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 or monthly payments of Funds. If the If the amount of the Funds field by Lender, together with the future monthly payments of Funds payable prior to

each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which Lender, shall not be required to pay Borrower any interest or earnings on the Funds, Lender shall give to Borrower, that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless The Funds shall be field 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.

basis of current data and reasonable estimates of future escrow items. leaschold payments or ground tents 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 one twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly \*\* Funds for Taxes and insurance. Subject to applicable lawor to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote until the Mote is paid in full, a sum ("Funds") equal to

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

	THIS 1-4 FAMILY RIDER is made this _21st day of _September, _1990, 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 HOUSEHOLD BANK fsb 255 EAST LAKE STREET BLOOMINGDALE, IL 60108
	(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
	3047 N. CENTRAL PARK CHICAGO, IL 60618
	1-4 FAMILY COVENANTS.  [Property Address]
	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. SUBURTINATE LIENS.
	Except as permitted by federal law, Sorrower shall not allow any lien inferior to the Security instrument to be perfected against the Property without Lender's p for written permission.
	C. RENT LOSS PISURANCE.
LI	Borrower shall maintain are urance against rent loss in addition to the other hazards for which insurance is required by Uniform Coverant 5.
# BOLENY	D. "BORROWER'S RIGHT TO REINSTATE" DELETED.
6	Uniform Covenant 18 is deleted.
10	E. ASSIGNMENT OF LEASES
#;	Upon Lender's request, Borrower shall asr on the leases of the Property and all security deposits made in connection with
Ė	leases of the Property. Upon the assignment, Lander 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 his paragraph E, the word "lease" shall mean "sublease" if the Security Instrument
€. fi	is on a leasehold.
7	F. ASSIGNMENT OF RENTS.
U 1:1	Borrower unconditionally assigns and transfers to Lender to the rents and revenues of the Property. Borrower authorizes Lender or
\$.1 \$.1	Lender's agents to collect the rents and revenues and hereby dilects each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's breach of any covenant or agreement of the Instrument of the In
DE LA COLLEGE	rower shall collect and receive all rents and revenues of the property as austee for the benefit of Lender and Borrower. This assignment
E.	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 30 rower 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'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 walve 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 in strument 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/th this 1-4 Family Pider.
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