

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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(Space Above This Line For Recording Data)
This instrument was prepared by:
MARGARETTEN & COMPANY INC MORTGAGE
625 NORTH CT. PALATINE IL 60067
THIS MORTGAGE ("Security Instrument") is given on April 11
The mortgagor is
MOHAMMED I SHAIKH, AND SAMINA SHAIKH, HIS WIFE

60103129
16th, 1990 \$17.00

("Borrower"). This Security Instrument is given to
MARGARETTEN & COMPANY, INC.

a corporation which is organized and existing under the laws of **the State of New Jersey**, and whose address is

One Ronson Road
Iselin, New Jersey 08830

("Lender").
Borrower owes Lender the principal sum of

One Hundred Ten Thousand, and 00/100 Dollars (U.S. \$ 110,000.00). 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 May 1st, 2020. 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 78 IN COUNTRY BROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17 AND PART OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #06-17-300-028-0000

7248926

CATHY KORTE

773(07)

which has the address of
1341 LONGFORD CR ELGIN, IL 60120

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.

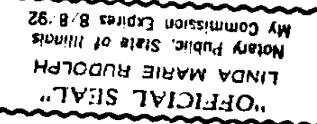
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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MARGARETTE & COMPANY, INC.
625 NORTH CHICAGO, 3RD FLOOR
PALATINE, IL 60067

MAIL TO:

BOX 1111 C 4



My Commission expires:

GIVEN under my hand and official seal, this 16th day of April, 1990.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared free and voluntarily act, for the uses and purposes herein set forth.

MOHAMMED I SHAIKH, AND SAMINA SHAIKH, HIS WIFE
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that

STATE OF ILLINOIS, COOK

-BORROWER

-BORROWER

SAMINA SHAIKH, HIS WIFE-BORROWER

MOHAMMED I SHAIKH-BORROWER

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

Planned Unit Development Record Document

The following Riders are attached:

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Security Instruments, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement Security Instruments. If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.



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

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 3 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.

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

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21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower; Borrower shall pay any recording costs.

not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums received by this SecuritY in payment of the costs of management of the property and collection of rents, including, but not limited to, the receiver shall be entitled first to apply

20. I, under the seal of the Commonwealth of Massachusetts, do solemnly swear or affirm that the property herein described is my property, and that I have no interest in any other property which may be described in this instrument.

purchase demand and may force a reevaluation of Seagram's future market position in view of its current financial difficulties.

existance of a definite or any other definite defense of Borodovsk to acceleration and fortification, if the right to arrestive procedure proceeding the non-military shall remain in the former's hands according to his own will.

The notice shall specify: (a) the section required to cure the deficiency; (b) the date the deficiency is to be cured; (c) a date, not less than thirty days from the date the notice is given to the person to whom the notice is addressed, by which the deficiency must be cured; and (d) time limits to ensure the default is cured by the specified date.

NON-UNIFORM COORDINATES. However, and under different conditions and agree in the following:

the case of acceleration under partakes 13 to 17, applications selected besides shall remain this effective as if no acceleration had occurred; however, this is to guarantee such that in

curated in environments requiring specific skills and knowledge, such as laboratories, museums, and herbaria. This study provides a detailed analysis of the skills required for these environments, highlighting the need for specialized training and education.

locating this seismic instrument. These conditions are the best for (a) pass I under all suns which then would be due under this geometry and the Moon had no acceleration occurring; (b) passes very distant from the Sun so that the influence of the Sun's motion on the instrument is negligible; (c) passes far enough from the Sun so that the influence of the Sun's motion on the instrument is negligible; (d) takes advantage of the Sun's motion to reduce the time required for the instrument to reach the Moon.

18. Borrower's Right to Remedy. If borrower meets certain conditions, he may apply to the court for a judgment entitling him to sue for specific performance of his security agreement.

days to pay these sums prior to the expiration of this period, if under any circumstances permitted by this Security instrument without further notice of demand or otherwise.

If I under exercise this option, I under shall give Notice of Accidece to my as at the date of this instrument, The notice shall provide a period of not less than 30 days from the date of notice to exercise to provide for the transfer of the instrument to another party.

15. **Conversion into securities.** This Section shall provide as follows in this paragraph:

Some designs are based on the original designs of the author, while others are based on the original designs of the author's wife. The designs are intended to be used as a guide for creating your own unique designs.

shall take the steps specified in the second paragraph of paragraph 12.

13. Legislation Aftermath [Underline, Right] Note to this section: If a state makes a change to its laws that affect the application of a particular provision of this section, it is the intent of the legislature that the change apply retroactively to all cases pending or filed before the date of the change.

the principal problem of the new system is to make a direct payment to Borowek. If a refund reduces preparation, the reduction will be treated as a partial prepayment without any premium charge under the Note.

Finally, interest accrued on other loan charges could be reduced so that the interest on loans in connection with the permitted limits, (a) any such loan charge that would be reduced by the minimum necessary to reduce the charge to the permitted limit, and (d) any sums already

cooper may agree to a fixed, modify, terminate or make any accommodation with regard to the terms of this Note which does not violate the law or the Note.

signing this Settlement only to provide, pay and convey the property under the terms of this Settlement (b) is not personalty) obligated to pay the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower who co-signs this Settlement instrument will does not accept the terms of this Settlement.

of **11. Successors and Admiralty Bound; joint and several liability**. The coverments and agreements of this Security Interim Instrument shall bind and benefit the successors and assigns of Fender and Borrwower, subject to the provisions of paragraph 17. Borrwower's coverments shall be binding on him and his heirs, executors, administrators and successors.

cessful in its efforts to recruit the public to support its cause. Any follower of Bottow's successors in interest, however, would do well to remember that the sums secured by this Society instrument by no means came from the pockets of the rich. The great majority of the contributions were made by people who had little or no money to give.

13. Borrower Not Responsible; Foreclosure by Lender Not a Waiver. Extension of time for payment or modification of amortization of security instrument granted by Lender to any successor in interest of Borrower shall not operate to postpone any right or power of Lender under such instrument.

whether to hold them due.

(a) the total amount of the sums set aside before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Bottower.

In addition, the following table summarizes the key findings from the previous section.

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60103129

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **16th** day of **April**, **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 **MARGARETTEN & COMPANY INC., a corporation organized and existing under the laws of the state of New Jersey** (the "Lender") of the same date and covering the Property described in the Security Instrument located at: **1341 LONGFORD CR , ELGIN , IL 60120**

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 facilities, as described in

DOCUMENT #09413113
(the "Declaration"). The Property is a part of a planned unit development known as **COUNTRYBROOK**

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions 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.

MULTISTATE PUD RIDER--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT

MAR-6016 Page 1 of 2 (Rev. 5-87)

Form 1150-12-83

Replaces FNMA 945 (Rev. 2-49) and MAR-6016-1-86

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RECEIVED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON MAR 10, 2016

MARSHAL'S OFFICE - 201 CHAMBERS RD.

Form 140-12-10

MULTISTATE PUD RIDER-SINGLE FAMILY-FMMA/FILING INFORMATION INSTRUMENT

LAWRENCE J. SAWYER
NOTARY PUBLIC, STATE OF ILLINOIS
#140-12-10

GAMINA CHATKIE LLC

MONTAMMO 1 CHATKIE LLC

[Signature]

BY SIGNING BELOW, Lender accepts and agrees to the terms and provisions contained in this PUD Rider, requesting payment.

The date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower the instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from amounts disbursed by Lender under this paragrapgh shall become additional debt of Borrower secured by the Security interest in the property described in the PUD dues and assessments when due, then Lender may pay them. Any

E. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may foreclose on the property or take other action acceptable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(v) termination of professional management and assumption of self-management of the Owners Association; or

(vi) termination of professional management and assumption of self-management of the Owners Association; or

(vii) any amendment to any provision of the "Contingent Documents" if the provision is for the express benefit of Lender;

(viii) any abandonment by Lender of its domain;

(ix) the abandonment of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(x) 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 taking by condemnation or eminent domain;

K. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

Ulfstrom County, 9.

Lender. Such proceeds shall be applied by Lender to the sums secured by the Security instrument as provided in and facilities of the PUD, or for any conveyance in lieu of condominium, are hereby assigned and shall be paid to power in connection with any condemnation of all or any part of the Property or the common areas

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation of all or any part of the PUD, or for any conveyance in lieu of condominium, are hereby assigned and shall be paid to

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OCCUPANCY RIDER

60103129

THIS OCCUPANCY RIDER is made this 16th day of April, 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 MARGARETTEEN & COMPANY, INC., (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1343 LONGFORD CR., ELGIN, IL 60120

OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measurement, it shall be construed to further the intentions of the Lender to make an "owner occupant loan" and not an "investor loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as aforesaid, then, in accordance with Paragraph 29 hereof, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event Lender repurchases all or any portion of the Loan from FHLMC, or any of its successors and/or assigns, the promises and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Occupancy Rider.

Mohammed I. Shatku

Samina Shatku

60103129