

COOK COUNTY, ILLINOIS
RECORDED FOR RECORD
1990 JUL 20 PM 12:24
UNOFFICIAL COPY, 90349076

MAIL TO:

NORWEST MORTGAGE, INC.
CUSTOMER SERVICE/LOAN DOCUMENTATION
1200 MIDWEST PLAZA EAST
800 MARQUETTE AVENUE SOUTH
MINNEAPOLIS, MN 55402

90349076

(Space Above This Line For Recording Data)

577535

\$16.00 ILCM

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onJULY 18.....
1990. The mortgagor is.....TAHS (NULAH) JAHILI, A. SINGLE PERSON.

..... ("Borrower"). This Security Instrument is given to
NORWEST MORTGAGE, INC., which is organized and existing
under the laws ofTHE STATE OF MINNESOTA, and whose address isP.O. BOX 31728,
CHARLOTTE, NC 28231. ("Lender").
Borrower owes Lender the principal sum ofTHIRTY THREE THOUSAND FOUR HUNDRED FIFTY..
.... AND 00/100 Dollars (U.S. \$.....33,450.00.....). 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 .. AUGUST 1, 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 inCOOK..... County, Illinois.

UNIT NUMBER 1911 IN THE 5455 EDGEWATER PLAZA CONDOMINIUM AS
DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL
ESTATE: PART OF THE SOUTH 242 OF THE NORTH 875 FEET OF THE EAST
FRACTIONAL HALF OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 40
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY
IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM RECORDED
AS DOCUMENT 24870735 TOGETHER WITH ITS PERCENTAGE INTEREST IN THE
COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 14-08-203-016-1202

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

TAX STATEMENTS SHOULD BE SENT TO:
BARCLAYSAMERICAN/MORTGAGE CORPORATION, P.O.BOX 31728, CHARLOTTE, NC 28231

which has the address of.....5455 N. SHERIDAN RD. UNIT 1911.....CHICAGO.....
(Street) (City)

Illinois60640..... ("Property Address");
(Zip Code)

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

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

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

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ROLLING MEADOWS, IL, 60008
3601 ALGONQUIN ROAD

NORMWEST MORTGAGE, INC.

NOTARY PUBLIC STATE OF ILLINOIS
SILVATONE MORTGAGE CORPORATION
MAY COMMISSION NO. 202, ISSUED 3/1/1992

THIS INSTRUMENT WAS DRAFTED BY:

SERIAL #111
SILVATONE MORTGAGE CORPORATION
NOTARY PUBLIC STATE OF ILLINOIS
MAY COMMISSION NO. 202, ISSUED 3/1/1992

BY THIS INDIVIDUAL JAILILI, A SINGLE PERSON
THE FORGIVING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18TH DAY OF JULY, 1990,

STATE OF ILLINOIS
COUNTY OF COOK

[Space Below This Line For Acknowledgment]

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

TASHINUJAH JAILILI, A SINGLE PERSON
(Seal)

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

- Adjustable Rate Rider 2-4 Family Rider
 Gradual Payment Rider Planned Unit Development Rider
 Gradual Payment Rider Other(s) [Specify]

Instrument without charge to Borrower. Lender shall pay any recouperation costs.
21. Release. Upon payment of sums secured by this Security Instrument, Lender shall release this Security
Instrument, the documents and agreements, including, but not limited to the rents, management of the costs of
leasing the property and collection of rents, management fees, and costs of title insurance.
22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the documents and agreements of such rider shall be incorporated into and shall stand
supplemental instruments, the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and
supplemental instruments and agreements of such rider shall be incorporated into and stand as a part of this Security Instrument.

Instrument of the Property and collection of rents, management fees, and costs of title insurance.
24. Lender to the expiration of any period of acceleration 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 the rents of the Property
prior to the expiration of any period of acceleration following judicial sale. Lender shall receive the proceeds of the
management of the Property first to pay expenses of collection and then to pay expenses of the Property
including those of the receiver, including reasonable attorney's fees, and costs of title insurance.
25. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19,
by the Security instrument without further demand and may recover the Security instrument by judicial proceeding.
or before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured
non-exclusively or in default of any other defense of Borrower to accelerate and foreclose. If the debt is not cured on
the date specified in the notice to reinstate after acceleration and the right to enter in the foreclosure proceeding the
borrower shall give notice by registered mail to the lender of the date of the notice and the date of the acceleration.
and (d) later failure to cure the defect or before the date specified in the notice may result in acceleration of the sum
debt; (c) a date, not less than 30 days from the date the note is given to Borrower, by which the debt must be cured;
17 unless applicable law provides otherwise). The notice shall specify: (a) the debt; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration paragraphs 13 and
19. Acceleration: Recipients, Lender shall give notice to Borrower prior to acceleration following
acceleration; (d) the date, not less than 30 days from the date the note is given to Borrower, by which the debt must be cured;

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

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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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgagage insurance as a condition of making the loan secured by this Security Instrument, Lender shall pay the premium 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.

8. Lapsed Condition. Lender or its agent may make reasonable efforts upon and inspectors of the Property. Lender shall give Borrower notice at the time of prior to an inspection specifically regarding 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 claim for damages, or for conveyance in lieu of condemnation, are hereby assigned and Lender shall be paid to Lender.

If the event of a total taking of the Property divided by (b) the fair market value of the Property immediately before the taking, Lender shall be entitled to the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by Lender or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, Lender shall be entitled to the proceeds of a portion of the Property as follows:

Given, Lender is authorized to collect and apply the proceeds, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's offer to repay the note or to file a claim for damages, Lender is unauthorized to collect and apply the proceeds to償付 Borrower Note a Waller.

10. Borrower Note Released; Prebarrance By Lender. Extension of the time for payment of postponed the due date of the monthly payments agreed to in writing, any application of proceeds to principal shall not exceed in the sum secured by this Security Instrument, whether or not this due.

Unless, Lender is unauthorized to collect and apply the proceeds to償付 Borrower Note a Waller.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's offer to repay the note or to file a claim for damages, Lender is unauthorized to collect and apply the proceeds, either to repay the note or to file a claim for damages.

11. Successors and Assigns; Joint and Several Liability; Cossigners. The covenants and agreements of this Security Instrument shall bind and govern all successors and assigns of Lender and Borrower, subject to the provisions of this section.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and interest on the loan exceeded the permitted limits, then (a) any such loan charge shall be reduced by the amount collected in excess of the permitted limits, and (b) any such loan charge may invoke to its terms, Lender has the effect of paragraph 17.

13. Legislation Affecting Real Estate. If enacted, it may invoke to its application of any remedies rendered under this Note by Lender to Lender's address stated herein or any other address Lender designates by notice to Lender. Any notice to Lender by property Address of any other address Borrower designates by notice to Lender. A notice to Lender shall be directed to the mailing it by first class mail unless applicable law requires otherwise. The notice shall be delivered to the Borrower as provided in this paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery by any method for in writing, such notice shall be given to the Borrower in full as a notice of this Note which can be given effect pursuant to the conflicting provision. To this end the provisions of this Security Instrument and the Note contained in which the Property is located. In the event that any provision of this Security Instrument or the Note purports to be contrary to this Note, such conflict shall not affect other provisions of this Note except to the extent that any provision of this Note is contrary to this Note.

15. Governing Law; Severability. This Security Instrument shall be governed by law in which it is executed and the law of the state in which it was executed.

16. Borrower's Copy. Borrower shall be given one 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 require immediate payment in full of all sums secured by this Security Instrument.

18. Borrower's Right to Release. If Borrower fails to pay the same sums prior to the expiration of this period, Lender may invoke to its general law as of the date of this Security Instrument.

If Lender execuses this option, Lender shall give Borrower notice of acceleration under paragraphs 13 or 17.



Condominium Rider

THIS CONDOMINIUM RIDER is made this 18th day of JULY, 1994, 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 NORWEST MORTGAGE, INC., P.O. BOX 31728, CHARLOTTE, NC 28231 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5455 N SHERIDAN RD UNIT 1911, CHICAGO, IL 60640 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 5455 EDGEWATER PLAZA CONDOMINIUM (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium Project 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.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, while to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned 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 9.

E. 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:

(i) the abandonment or termination of the Condominium Project, 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;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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 Lender.

(over)

Page 1 of 2
Form 3140 12/83

Box 208

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96063026

Property of Cook County Clerk's Office

MARL 1033 HHS

MULTISTATE CONDOMINIUM RIDER - Single Family - FMA/FVLMC Unifrom Instrument

Form 3140 12/83
Page 2 of 2

Borrower _____
(Seal)
Borrower _____
(Seal)

TASHI NULAH JAILI A SINGLE PERSON

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

The Security instrument unless Borrower and Lender agree to other terms of payment, upon notices from Lender to Interact from the date of disbursement of the Note rate and shall be payable, with interest, upon amounts due by the Security instrument, unless Borrower and Lender agree to other terms of payment, upon notices from Lender to Borrower requiring payment.

Rider
Condominium