

return recorded document to:

JENNIFER DEMIRO  
 MIDWEST MORTGAGE SERVICES, INC.  
 1901 SOUTH MEYERS ROAD, SUITE 300  
 OAKBROOK TERRACE, IL 60181

## UNOFFICIAL COPY

[Space Above This Line for Recording Data]

**MORTGAGE**

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 XXXXXXXXXX  
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01015480

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 21 1990**.  
 The mortgagor is **SYED A. SHUJA AND JAHAN A. SHUJA, MARRIED TO EACH OTHER**.

This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670**. ("Lender"). Borrower owes Lender the principal sum of **NINETY FOUR THOUSAND FIVE HUNDRED & 00/100**

Dollars (U.S. \$ **94,500.00**). 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, 2021**. 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 18 IN BESINGER'S CANFIELD RIDGE DEVELOPMENT, BEING A SUBDIVISION OF PART OF LOT 2 IN THE ASSESSOR'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

COOK COUNTY CLERK'S OFFICE

01015480

DEPT-01 RECORDING

\$15.25

T#7777 TPN 8126 01/19/91 19:53:00

#9439 # 6 - 4 - 91 - 015480  
COOK COUNTY RECORDER

-91-015480

which has the address of **7818 WEST VICTORIA**, **CHICAGO**,  
 (Street) **(city)**  
 Illinois **60631** **REAL ESTATE TAX I.D. # : 12-01-311-021**  
 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
 nances, 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 fore-  
 going 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 en-  
 cumbrances of record.

15  
 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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Given under my hand and official seal, this 27th day of December, 1920, my Commission  
expiring: 27th day of December, 1920.

I, E. G. R. DUNCAN, 17101473, Notary Public in and for said County and State, do hereby certify that S. SYED A. SHOJA AND JAHAN A. SHOJA, MARRIED TO EACH OTHER.....

## Category ss

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• BORTINGER

-Borrower

-Borrower

-Bawmwer

✓ Instru-

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

23. **To whom Security Instruments** is one or more traders are executing by bondholder and recorded together with this Security Instrument, the convenants and agreements of each such holder shall be incorporated 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))

Adjustable Rate Rider     Condominium Rider     2-4 Family Rider  
 Addendum to Adjustable Rate Rider     2-4 Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

**21. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

to conclude first to paymen<sup>t</sup>s on the property recd by the receiver<sup>s</sup> bonds and reasnable attorney<sup>s</sup> fees, and then to the sums

reasonable attorney fees and costs of due diligence.

default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Interest without notice or demand to collect all may foreclose this Security Interest in the manner provided in the note and Lender shall be entitled to collect all amounts due under the note and interest thereon from time to time until paid in full.

or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, force judicial proceeding and sale of the Property. The notice shall furnish information concerning the right to accelerate after a certain period of time has passed in accordance with the terms of this instrument.

19. Acceleration: Remedies. Under shall give notice to Borrower prior to acceleration following

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 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 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.

# UNOFFICIAL COPY

apply in the case of acceleration under paragraphs 13 or 17.

**18. Borrower's Rights to Relocate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remittances) before sale of the Property pursuant to any power of sale contained in this Note; (b) entry of a judgment enjoining Borrower from commencing or continuing proceedings to foreclose sale of the Property; (c) payment of all sums which the Note would be due under this Note had no acceleration occurred; (d) cure of any other convenants or agreements; (e) payment of all expenses incurred in enforcing this Security Interest, including, but not limited to, reasonable attorney fees; and (f) taking such actions as Lender reasonably deems necessary to protect its interest in the Property. Note that Borrower's rights under this Note are limited to those contained in this Note and the Note must be delivered to Lender before any of the above events occur.

Leads secured by this Security Instrument shall be paid sums prior to the expiration of this period.

If exercise is prohibited by federal law as of the date of this Security Instrument, Lender shall give Borrower notice within which Borrower must pay all period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all fees, charges, costs and expenses of collection, including attorney's fees, if any, arising out of or in connection with the exercise of the power of sale.

ment in full or in part sums secured by this Security Instrument. However, this option shall not be exercised by Lender

17. Transfers of property or a beneficial interest in property, if all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in property is sold or transferred) without consent of the owner or lessor may be liable to his or her damages for the damage caused by the transfer.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

13. **GOVERNMENT IN WHICH THE PROPERTY IS LOCATED.** In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note. To the extent that any provision or clause of this Note is declared to be severable, this Note is hereby declared to be severable.

by notice to Borrower, any notice provided for in this Securitization instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. **Notices.** Any notice provided for in this Agreement shall be delivered by first class mail to Lender's address stated herein or by other address Lender designates directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to it by mailing it by first class mail unless Seurity Instruments shall be delivered by facsimile or e-mail to Lender as mail to Lender's address stated herein or by other address Lender designates.

any remedies permitted by paragraph 19, if Lenard exercises this option, Lenard shall take the steps specified in the second paragraph of paragraph 19.

the reduction will be treated as a partial prepayment without any prepayments charge under the Note.

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 fully implemented so that it applies to loans charged collectible to be collected or otherwise than under a law which sets maximum

subject to the provisions of paragraph 17. Borrower's covenants shall be joint and several.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements in this instrument shall bind and benefit the successors and assigns of Lender and Borrower, remedy.

reduces to extend the user's payment plan, not to require it to commence proceedings against any subscriber in respect of its accessors in the case. Likewise, nothing shall be done by the original Borrower or its successors in interest.

10. **Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment of such payments.

unless Lesender and Borrower otherwise agree in writing, any application of proceeds in respect of any prepayment or extension of the monthly payments referred to in paragraph 1 and 2 or change the amount extended or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or principal shall no longer be due and payable.

If the Property is damaged, any damage shall be 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed.

**8. Inspection.** Lender or its Agent may make reasonable entries upon property for inspection at the time of or prior to an inspection specification cause for the inspection.

ment, 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.