

UNOFFICIAL COPY

92484492

PREPARED BY:
TODD H. SEVL
MORRIS, IL 60077

APR 2 1992 02219376

92269976

RECORD AND RETURN TO:
LABALLE TRUSTEEN BANK FSB
18008 SKOKIE BOULEVARD
SKOKIE, ILLINOIS 60077



ATTENTION: TODD H. SEVL

(Sign Above This Line For Recording Date)

APR 2 1992 02219376
92269976

MORTGAGE

310974-7

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THIS MORTGAGE ("Security Instrument") is given on APRIL 9, 1992
SURESHA PATEL, WIDOW

The mortgage is

92269976

("Borrower"). This Security Instrument is given to
LABALLE TRUSTEEN BANK FSB

REALTY TRS 183
COOK IL 60077

which is organized and existing under the laws of UNITED STATES OF AMERICA
addressed at 4242 NORTH HARLEM
MORRIDGE, ILLINOIS 60634
ONE HUNDRED THOUSAND
AND 00/100

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

Dollars (U.S. \$ 100,000.00)

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 1, 2007
This Security Instrument secures to Lender: (a) the repayment of the debt (evidenced by the Note), with interest, and all reasonable
charges and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 2 to
perfect 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
County, Illinois.

described property located in COOK
LOT 3 IN BLOCK 'G' IN KUNTZE'S HIGH RIDGE KNOLLS UNIT NUMBER 1, BEING A
RESUBDIVISION OF PART OF LOT 10 OF THE OWNER'S SUBDIVISION OF SECTION
11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR
OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 1, 1959, AS DOCUMENT
NUMBER 1852433.

08-13-401-009

* being rerecorded to de-register
CERT

which has the address of 167 WEST MILLERS ROAD, DES PLAINES
Illinois 60016 Zip Code ("Property Address").

County, Ill.

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THIS INSTRUMENT WITH all the covenants and conditions hereinafter stated in the property and all interests therein, and fixtures, now or hereafter a part of the property. All the provisions of this instrument shall also be deemed to be included in this security instrument. All of the foregoing is referred to as the Security Instrument or 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 contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to establish a uniform security instrument covering real property.

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 and interest on the debt evidenced by the Note and any prepayments 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 not due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property or to the Property; (b) yearly bonded or property insurance premiums, or ground rent on the Property; (c) yearly bonded or property insurance premiums; (d) yearly fire insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the premiums of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (12 U.S.C. Section 2601 et seq. ("RESPA")) unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses on all future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution which deposits are insured by a federal agency, state(s) authority, or equity (including Lender, if a lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow Items unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency to an amount that covers monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly release to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall enclose or sell the Property, Lender, prior to the conveyance or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach to the Property or to the Property, and bonded or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid as 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) consents in good faith to the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien, or (c) consents from the holder of the lien to 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 attach to the Property 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.

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...shall keep the improvements... including...
...shall be subject to the...
...shall be subject to the...
...shall be subject to the...

...shall have the right to hold the policies and renewals...
...shall promptly give to Lender all receipts of...
...shall promptly be returned to the mortgagee and Lender

...shall be applied to restoration in respect of the...
...shall be applied to the...
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payments may no longer be required... the amount and for the period that Law requires... provided by... available and... shall pay the proceeds required to maintain mortgage insurance...

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property... Lender shall give Borrower notice of the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 the conveyance or loss 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 debt secured by this Security Instrument whether or not then due, with any amount paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the debt secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the debt secured by this Security Instrument shall be reduced by the amount of the proceeds... (A) the total amount of the debt 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the debt secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the debt secured by this Security Instrument whether or not the debt is then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the creditor wishes to make an award of a claim for damages, Borrower fails to respond to Lender within 90 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to reconstruction or repair of the Property or to the debt secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not entitle or obligate the other party to any monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not to Surrender; Performance By Lender Not a Waiver. Borrower of the time for payment or satisfaction of any obligation of the debt 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 obligated to commence proceedings against any successor in interest or release or extend time for payment or otherwise modify satisfaction of the debt secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound. Lender and Borrower, subject to the provisions 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 obligations under this Note are not limited to the mortgage, grant and convey that instrument but also include the Note: (a) in conveying the Security Instrument only by mortgage, grant and convey that instrument's interest in the Property under the terms of this Security Instrument; (b) to not personally obligate to pay the debt secured by this Security Instrument; and (c) agree that Lender or 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.

13. 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 limit, then (a) any such loan charge shall be reduced to an 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.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to the first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given to the Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Jurisdiction. 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 provisions of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provisions. 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 confirmed copy of the Note and of this Security Instrument.

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6000 8998 8428

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24 Riders in this Security Instrument. If one or more riders are attached to this instrument, the recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall stand and explain the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

Check applicable box(es)

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1st Party Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Smoothly Payment Rider |
| <input type="checkbox"/> balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Borrower Name Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Official Capacity | |

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders attached by Borrower and recorded with it

Witness _____ *Suresha Patel* _____
 SURESHA PATEL Borrower

Witness _____ _____
 Borrower

Witness _____ _____
 Borrower

Witness _____ _____
 Borrower

STATE OF ILLINOIS, COOK County ss:
 I, THE UNDERSIGNED
 county and state do hereby certify that
 SURESHA PATEL, WIDOW
 a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act for the uses and purposes therein set forth.
 Given under my hand and official seal, this _____ day of _____, 20____.

My Commission Expires _____
 Notary Public *Nekha K. Narkar*

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17. Transfer of the Property or a Security Interest in the Property (in whole or in part) the Lender may require in its... (a) a written instrument... (b) a written instrument... (c) a written instrument...

18. Acceleration: Remedies. 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 written which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the service of (a) 3 days for each 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, if no acceleration had 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 obligations 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 paragraph 17.

20. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There may also be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower knows or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 21, "Hazardous Substances" or "Chemical substances" defined as that or hazardous substances by Environmental Law and the following substances: pesticides, herbicides, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radioactive materials. As used in this paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment of all of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

22. 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 recordation costs.

23. Waiver of Hazardous. Borrower waives all right of limitation or claims in the Property.

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Property of Cook County Clerk's Office

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DEPT-11 RECORD.1
147777 TRAN 9136 07/02/92 13:32:00
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COOK COUNTY RECORDER

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