

# UNOFFICIAL COPY

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DEPT-01 RECORDING

\$33.50

92653306 T#0010 TRAN 2898 09/02/92 15:11:00  
\$7610 F 92-653306  
COOK COUNTY RECORDER

(Enter Above This Line For Recording Date)

This instrument was prepared by:  
MARGARETEN & COMPANY INC  
625 NORTH CT. PALATINE, IL 60067

## MORTGAGE

60108299

THIS MORTGAGE ("Security Instrument") is given on **August 25th, 1992**  
The mortgagor is **ZAHID ALI,**  
**S.A SHAHJAHAN ALI, HIS WIFE**

("Borrower").

This Security Instrument is given to  
MARGARETEN & COMPANY, INC.  
under the laws of the State of New Jersey, and whose address is  
One Ronson Road, Iselin, New Jersey 08830  
Borrower owes Lender the principal sum of

**Seventy-Two Thousand, Eight Hundred and 00/100 Dollars**  
(U.S. \$ 72,800.00). 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 **September 1st, 1997**. This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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:

PARCEL 1: THE NORTH 1/2 OF LOT 5 (EXCEPT THE EAST 196.68 FEET AND EXCEPT THE WEST 15.0 FEET THEREOF) IN LAWRENCEWOOD GARDENS, SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 1/16 INTEREST IN THE WEST 15.0 FEET OF SAID LOT 5, IN LAWRENCE GARDENS.

PARCEL 3: EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 18402993, AND AS CONTAINED IN THE PLAT OF SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PIN #10-30-128-072-0000 (PARCEL 1) #10-30-125-174-0000  
#10-30-125-175-0000 #10-30-125-176-0000 #10-30-125-177-0000  
#10-30-125-178-0000 #10-30-125-179-0000 #10-30-125-180-0000  
#10-30-125-181-0000 #10-30-125-182-0000 #10-30-125-183-0000  
#10-30-125-184-0000 #10-30-125-185-0000 #10-30-125-186-0000  
#10-30-125-187-0000 #10-30-125-188-0000 #10-30-125-189-0000

which has the address of

7887 NORICA NILES, IL 60648

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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.

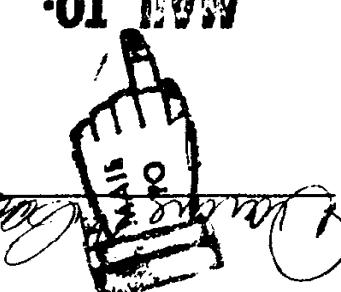
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

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ILLINOIS—SINGLE FAMILY-PNMA/ETHNIC UNIFORM INSTRUMENT  
Form 1014-9/90  
MAIL TO:  
MARGARETTEIN & COMPANY, INC.  
625 NORTH COURT, 3RD FLOOR  
CHICAGO, ILLINOIS 60607  
Supreme Court of Illinois  
March 1993 Page 5 of 5 (Rev. 3/93)

Notary Public



1992

day of August

Given under my hand and official seal, this 25th

free and voluntary act, for the uses and purposes herein set forth,  
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

S. A. SHAHZAHAN ALI, HIS WIFE

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK

-BOTTOWER

-BOTTOWER

S. A. SHAHZAHAN ALI, HIS WIFE-BOTTOWER

ZAHID ALI-BOTTOWER

Zahid Ali

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.

The following Rider are attached:  
Balloon Rider

Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security Instruments, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplements to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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9 2 6 5 3 0 6  
14. **Notices.** 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 by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. **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 also may 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.

20. **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 uses 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 Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, or formaldehyde, and radioactive materials. As used in this Paragraph 20, "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 and agree 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 in full 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 title 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 Homestead.** Borrower waives all right of homestead exemption in the Property.

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6. **Democracy, Preservation, Maintenance and Protection of the Property:** Borrower's Loan Application; Leaseholds; Borrower shall establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of damage, if the repair is economically feasible and Lender's security is not lessened. If the repair is not 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 there is a deficiency. The sums secured by this Security Instrument shall pass to Lender to the extent of the sums received by this Security Instrument prior to the date of the sale or transfer of the property to a third party.

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 notice to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to Lender and

**5. Hazard and Property Insurance**: Borrower shall keep the improvements now existing or hereafter erected on the one or more of the properties or fixtures now owned or to be owned by him in full force and effect.

**3. Application of Payment.** Upon receipt of payment, all payments received by Lemder under Paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under Paragraphs 1 and 2, and last, to any late charges due under the Note.

more than twelve months), *anytime(s)*, at *Lender's*, sole discretion.

Within each year, to the funds are applied, the funds are applied as additional security for the sum of such amount.

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**13. Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) Any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limits; and (b) any sums already collected from Borrower which exceeded the Note or by making a direct payment to Borrower, Lender may choose to make this reduction by principal owed under the Note or by making a direct payment to Borrower. If a reduced reduction will be treated as a partial prepayment without any prepayment charge under the Note.

Unless lessened or otherwise agreed 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 of the agreement of the parties hereto. Extension of the time for payment of such payments shall be made only by written agreement of the parties hereto. Extension of the time for payment of such payments shall be made only by written agreement of the parties hereto.

**10. Contingent liability** in the same or similar manner as provided in this Agreement, except that the amount of such liability shall be limited to the amount of the loss suffered by the party entitled to sue.

7. Protection of Lender's Rights in the Property. 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, Lender may take action under this Paragraph to make repairs. Although Lender may take action under this Paragraph to pay any sums accrued by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney fees and entering on the property to make repairs. Lender may take action under this Paragraph to 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 accrued by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorney fees and entering on the property to make repairs.

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Property of Cook County Clerk's Office

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## BALLOON RIDER (Conditional Right to Refinance)

60108299

THIS BALLOON RIDER is made this 25th day of August, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MARGARETTEN & COMPANY, INC., 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 and located at:

7887 NORICA NILES, IL 60648

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of September 1st, 2022, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 3 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

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### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

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MULTISTATE BALLOON RIDER-Single Family-FANNIE MAE UNIFORM INSTRUMENT FORM 3180 12/89  
MAR-7019 Page 2 of 2 (7/91)

Property of Cook County Clerk's Office

92653306

S. A. SHAHJAHAN  
ZAHID A. SHAHJAHAN  
H. A. Shahidullah

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

5. EXERCISING THE CONDITIONAL FINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option. The Note Holder no later than 45 calendar days prior to the Maturity Date, The Note Holder will calculate the Fixed Note Rate based upon the Federal National Mortgage Association's applicable published rate yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the payment refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinancing option.