# UNOFFICIAL CC

WESAV MORTGAGE CORPORATION 2211 YORK ROAD, SUITE 402 OAK BROOK, IL 60521

Loan #: 6466577 Process #:

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

October 21

KAMAL DALAL and AMIDHARA DALAL, HIS WIFE

("Borrower").

WESAV MORIGAGE CORPORATION This Security Instrument is given to

whose address is

The mortgagor is

9060 FAST VIA LINEA STREET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal sum of

One Hundred Forty Thousand and No/100

140,000.00 Dollars (U.S. \$ ). 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 November 1, 2007. 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 Institution and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Illinois:

> LOT 1 IN BLOCK 9 IN URE ADDITION TO FOFFMAN ESTATES, BEING A SUBDIVISION OF LOT 5, BEING THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO SOUTHEAST 1/4 OF THE NORTH AST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIPD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

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PERMANENT INDEX NUMBER: 07-16-113-001

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COOK COUNTY. ILLINOIS FILED FOR RECORD

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which has the address of

1190 WEST DEXTER LANE

HOFFMAN ESTATES

**KCHY!** 

Illinois

60194

[Zip Code]

(Street) ("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 seised of the estate hereby conveyed and has the right to 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.

ILLINOIS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

Page 1 of 4

**BOX 15** 

LD00427 (3/91)

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UNIFORM COVENAN We borrow, and Linde counted and approach to the principal of and interest on the debt evidenced by the Note and any 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 and in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly load insurance premiums, if any, (e) yearly morrgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with any time, collect and borrower as a summan and the property, if any, (e) yearly hazard or property insurance premiums, if any, (e) yearly hooding age load may require for the payment of morrower in the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 Ly 15.C. \$2501 etc. (EESPA\*), unless another law that applies to the Funds sets a lesser amount. If so, Lender flow, due on the boasis of current data and reasonable estimates of expenditures of future Escrow United the rowise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, shall give to make such a charge. However, Lender may require Borrower lor holding and applying the Funds and applying the escrow account, or verifying the Escrow Items, unless Lender shall not be required to pay Borrower any req

Upon payment in fuit of all sums secured by this Security Instrument, Lender, prior to the acquisation or sale of the Property, shall apply any Fund, ield by Lender at the time of acquisation or sale as a credit against the sums secured by this Security Instrument, and the property of the deep state of the Property shall apply any Fund, ield by Lender at the time of acquisation or sale as a credit against the sums secured by this Security Instrument, including the property between the property and the property and the property shall property

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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

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If substantially equivalent mortgage insurance premium being paid by Borrower that hay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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 for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, affect or consequental, in contentating of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before taking, 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, divided by (b) the fair market value of the Property immediately before the taking, and 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 sums secured immediately before the taking, unless applicable law otherwise apreciately before the taking, unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the insolity of the original Borrower of Borrower's successors in interest of Borrower shall not operate to release the insolity of the original Borrower of Borrower'

successors in interest. 'Any forbestance 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 B w/d: Joint and Several Liability; Co-signers. The covenants and agreements 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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument out does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the lerms of this Security Instrument only to mortgage, grant and convey that Borrower's interest in Instrument; (a) is no personally obligated to pay the sums secured by 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 limits, then: (a) any such loan eaging shall be reduced by the 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 or 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. 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 we had. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Borrower. Any notice provided for in this Secu

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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 retice shall provide a registed fact

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 rotice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower in ust pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this perioc, Letter 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 fight to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other prior a 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 and the Note as if no acceleration had occurred; (b) ourse 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 time of 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: Chauge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold onc 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

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.

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NON-UNIFORM COVE 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. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into 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)]. 1-4 Family Rider Adjustable Rate Rider Condominium Rider **Biweckly Payment Rider** Graduated Payment Rider Planned Unit Development Rider Balloon River Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELCW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Forrower and recorded with it. Witnesses: (Scal) KAMAL DALAL Social Security Number: 333-54-3590 (Scal) 350-52-0270 Social Security Number: Social Security Number: (Scal Social Security Number:

State of Illinois.

СООК

County ss:

The foregoing instrument was acknowledged before me this

KAMAL DALAL and AMIDHARA DALAL

Witness my hand and official seal.

OFFICIAL SEAL A. WENNER NOTARY PUBLIC, STATE OF ILLINOIS

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