

# UNOFFICIAL COPY

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## MORTGAGE 9848160

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 21, 1992**  
The mortgagor is **RAMCHAN KOWLESSAR AND PATRICIA KOWLESSAR, HUSBAND AND WIFE**

FIRSTSTAR HOME MORTGAGE CORPORATION ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of **THE STATE OF WISCONSIN**, and whose address is  
**777 EAST WISCONSIN AVENUE, MILWAUKEE, WI 53202**

("Lender"). Borrower owes Lender the principal sum of  
**EIGHTY FOUR THOUSAND AND NO/100-**  
Dollars (U.S. \$ **84,000.00**). 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

**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 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 170 (EXCEPT THE EAST 20 FEET THEREOF) IN SECOND ADDITION TO BURNSIDE LAKEWOOD  
ESTATES, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION  
33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

DEPT-01 RECORDING \$31.50  
T05555 TRAN 5299 10/30/92 10:25:00  
#8502 E \*-->2-809966  
COOK COUNTY RECORDER

PERMANENT TAX ID# **31-33-403-037**

THIS IS A PURCHASE MONEY MORTGAGE

which has the address of **22817 EAST DRIVE**  
[Street]

**RICHTON PARK,**  
[City]

Illinois **60471** ("Property Address");  
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076 (9012)

Form 3014 990 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.  
To Order Call: 1-800-830-0980 or FAX 816-781-1131

9848160

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Form 3014 9/90 (Page 6 of 6 pages)



MAIL  
TO

My Communion Expires 10/23/90  
Naylor Public School of Illinois  
Kimberly K. Petting  
"OFFICIAL SEAL"

PARK FOREST, ILLINOIS

(Address)

(Name)

KIM PETTING

This instrument was prepared by

Naylor Public

*Kimberly K. Petting*

10/23/90

My Communion Expires:

day of October 1990

21st

1990

Date:

free and voluntary act for the uses and purposes herein set

and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

and wife , personally known to me to be the same person(s) whose name(s) are

do hereby certify that **Ramchandra Kulkarni and Anjula Kulkarni, husband**

a Noyer Public in and for said county and state,

County as:

Cook

STATE OF ILLINOIS.

Social Security Number: 355-66-4117  
Borrower  
PATRICKA KOMLESAR (Seal)

Social Security Number: 332-66-7583  
Borrower  
RAMCHANDRA KULKARNI (Seal)

Witnesses:

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

[Check applicable box(es)] (Specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rule Improvement Rider
- Second Home Rider

[Check applicable box(es)]

This Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, supplements the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede all covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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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.

**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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood 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 payment 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. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise 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. Lender may not charge Borrower for holding and applying the Funds, annually 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 amounts 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 so 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 in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition 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, fines and impositions attrollable to the Property which may attain priority over this Security Instrument, and household 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 (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 or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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(ii) the debtors; (iii) the action referred to in Article 10 of the  
is given to borrowers, by which the debts  
are specified in the notice may result in  
such a procedure and sale of the property  
of the borrower and the right to assert it in  
the case of preexisting and sale of the property  
of the borrower or to repossess and force  
the end of a loan may result in  
a further demand and may force  
the debtor to pay the amount  
and costs of the proceedings  
and costs of the security instruments,  
and costs of title  
and expenses incurred in pursuing  
the debtors.

**NON-STRUCTURAL ORGANANTS**: Horologues and isomerides having substituents and groups as follows:

As set forth in this paragraph 30, "Environmental Substances", are those substances defined as toxic or hazardous substances by the Environmental Protection Agency under the Resource Conservation and Recovery Act.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any person or entity against the Borrower or any of its Subsidiaries, and shall furnish to Lender copies of all documents and papers relating thereto.

20. **Liabilities Subsidiaries.** However shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. However 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 of small quantities of hazardouss substances that are generally recognized to be appropriate to normal business operations and to maintenance of the property.

19. Sale of Note of Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold out of more times without prior notice to Borrower. A sale may result in a change in the entity that owns it. The Loan Servicer, that collects monthly payments due under the Note and this Security Instrument, is known as the Original Servicer. The Original Servicer shall collect monthly payments due under the Note and this Security Instrument prior notice to Borrower. A sale may result in a change in the entity that owns it. The New Servicer, that collects monthly payments due under the Note and this Security Instrument, is known as the New Servicer. The New Servicer will be given written notice of the sale of the Note and this Security Instrument to which payments should be made. 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.

Supervisive law may specify the capacity to carry out certain elements before a party of the partnership can exercise it. Such provisions are often referred to as *deadlocks*. If one partner has the power to bind the partnership, he or she must have the authority to do so. This is known as the *power of attorney*.

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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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 sums secured by this Security Instrument immediately before the 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. 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 sums 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 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, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums 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 required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums 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; 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 but does not execute the Note: (a) is co-owning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and 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 limits, then: (a) any such loan charge 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 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. 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 the 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

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<sup>701</sup> *Condemnation*. The proceeds of any award of damages, direct or consequential, in connection with any

<sup>1</sup> A speechwriter's notice is the kind of notice that is issued by the speechwriter's supervisor specifying reasons for the disqualification.

**8. Discharge of guarantee.** If a creditor receives payment in advance as a condition of making the loan secured by this security instrument, the creditor shall pay the principal sum received to the holder in the manner the creditor directs in accordance with any written agreement between the creditor and the debtor, until the requirement for repayment is satisfied with any written agreement between the creditor and the debtor.

Any dividends distributed by Landor under this paragraph shall become additional credit of Landor received by this company. Interest charges under this paragraph, with interest, upon notice from Landor to Borrower regarding

7. Protection of Landlord's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Landlord's rights in the Property such as a proceeding in bankruptcy, probate, or condemnation or forfeiture of title to the Property, then Landlord may do and pay for whatever is necessary to protect the value of the Property and Landlord's rights in the Property, such as a proceeding in bankruptcy, probate, or condemnation or forfeiture of title to the Property, then Landlord may do and pay for whatever is necessary to protect the value of the Property and Landlord's rights in the Property.

The lessor landlord and the owner of the property shall be entitled to receive payment of reasonable proceeds shall be applied to restoration of the property damaged, if the restoration of repair is reasonably feasible and landlord's security is not breached. If the restoration of repair of damage to the property is not reasonably feasible and landlord's security would be breached, the lessor landlord and the owner of the property shall be entitled to receive payment of reasonable proceeds shall be applied to repair of reasonable damage to the property.

All missions, parishes and parishes shall be acceptable to Lentfer and shall include a standard mortgage clause. Lentfer  
shall have the right to hold the policies and renewals. If Lentfer retires, Borrower shall promptly give to Lentfer all receipts  
of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and  
lender and shall pay all premium and renewal losses.

periods than under Isenberg. The insurance carrier providing the insurance shall be chosen by the homeowner subject to Isenberg's approval without regard to whether it is the best insurance company.