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CITIBANK

92005618

278/19

REAL PROPERTY MORTGAGE

Bridge

Ref.No.: 3910010388

MORTGAGEE: Citibank, Federal Savings Bank
One South Dearborn Street, Chicago, Illinois 60603

MORTGAGOR(S): Praful R. Patel, Pr P,
Kalpana P. Patel, HIS WIFE Pr P
9448 Potter Rd.
Des Plaines, IL 60016
LOAN DATE: December 26, 1991
TOTAL OF PAYMENTS: \$ 83,518.75
AMOUNT OF LOAN: \$ 80,500.00
DATE OF MATURITY AND FINAL PAYMENT DUE: June 29, 1992

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned Mortgagor(s) named above (hereinafter called Mortgagors) have become justly indebted to Citibank, Federal Savings Bank (hereinafter called the Mortgagee) in the amount shown above as Amount of Loan together with interest thereon at 7.5000 % per annum and lawful charges in and evidenced by a promissory note of the date herewith, the note the Mortgagors promise to pay the Amount of Loan together with interest and lawful charges in one or more installments, and whereas, said Mortgagors are desirous of securing the prompt payment of the note at the time and in the manner specified therein.

NOW, THEREFORE, in consideration of the indebtedness, and to secure the prompt payment of the same at maturity, the Mortgagors hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Cook County and State of Illinois, to-wit:

SEE RIDER ATTACHED

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Commonly known as 9448 Potter Rd., Des Plaines, IL 60016

P.L.N. No.: 09-15-110-016

TOGETHER WITH all the improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with the real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of the real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

HEREBY releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and hereby warranting the real estate free from all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor of N/A (if any, so state).

TO HAVE AND TO HOLD the above granted premises unto the the Mortgagee and its assigns forever, and for the purpose of further securing the payment of the promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon the premises, and should they make default in the payment of same, the the Mortgagee may at his option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest at the rate provided for in the promissory note from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the Mortgagors pay the note and reimburse the Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the Mortgagee, or in the payment of the note, or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified therein for the payment thereof, or should the note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee or of its assigns in the property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of the events the whole of the indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages. If all or any part of the Property is sold or transferred without the express written consent of the Mortgagee, Mortgagee may at its sole option, declare all sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Mortgagee if exercise is not authorized by Federal Law. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

Upon the filing of any bill or suit to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person, receiver with power to collect the rents, issues and profits arising out of the premises during pendency of

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such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree or judgment foreclosing this mortgage shall expire; and such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs therein mentioned and described. And upon the foreclosure and sale of the premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises and reasonable attorneys' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid to principal of the note whether due and payable by the terms thereof or not, and the interest thereon. The overplus, if any, on reasonable request shall be paid to the Mortgagors, and it shall not be the duty of the purchaser at such sale to see to the application of the purchase money.

WITNESS our hands and seals on this day of December 26, 1991.

Pratul R. Patel
Borrower Pratul R. Patel

Kalpna P. Patel
Borrower Kalpna P. Patel

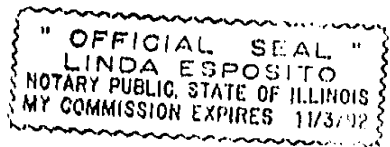
County of Cook } SS
State of Illinois }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Pratul R. Patel, and Kalpna P. Patel, His Wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of December, 1991.

Linda Esposito
Notary Public

Commission Expires: 11/3/92



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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UNOFFICIAL COPY

PARCEL 1:

THE WEST 96.74 FEET OF THE EAST 146.79 FEET (BOTH MEASURED ON LINES PARALLEL TO THE SOUTH LINE) OF THE NORTH 27.44 FEET OF THE SOUTH 681.11 FEET (BOTH AS MEASURED ON LINES DRAWN PARALLEL TO THE EAST LINE) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2:

EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS DATED SEPTEMBER 15, 1960 AND RECORDED SEPTEMBER 16, 1960 AS DOCUMENT 17965636 AND EXHIBIT 'A' ATTACHED THERETO MADE BY COSMOPOLITAN NATIONAL BANK OF CHICAGO TRUSTEE UNDER TRUST NO. 8598 AND AS CREATED BY THE DEED FROM COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 30, 1959 AND KNOWN AS TRUST NUMBER 8598 TO ROSA M. TRULIS DATED FEBRUARY 13, 1962 AND RECORDED FEBRUARY 27, 1962 AS DOCUMENT 18411668

(A) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS:

THE WEST 8 FEET OF THE EAST 146.79 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE SOUTH 960.55 FEET (AS MEASURED ON THE EAST LINE) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID.

(B) FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER, UPON AND ACROSS:

THE SOUTH 3 FEET OF THE WEST 96.74 FEET OF THE EAST 146.79 FEET (AS MEASURED ON THE NORTH AND SOUTH LINES) OF THE NORTH 27.44 FEET OF THE SOUTH 757.11 FEET (BOTH AS MEASURED ON THE EAST AND WEST LINE OF THE AFOREMENTIONED WEST 96.74 FEET) OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) ALL IN COOK COUNTY, ILLINOIS.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS
26TH DAY OF DECEMBER 1991, A.D.

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PLANNED UNIT DEVELOPMENT RIDER

Bridge

Ref.No.: 3910010388

THIS PLANNED UNIT DEVELOPMENT RIDER is made on December 26, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citibank, Federal Savings Bank (the "Lender") of the same date covering the property described in the Security Instrument and located at: 9448 Potter Rd., Des Plaines, IL 60016 (Property Address). The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in _____

THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as 9448 Potter (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owner's Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
 - (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.
- Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.
- In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.
- C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or of the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or
 - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. **Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

Praful R. Patel
Borrower Praful R. Patel

Kalpna P. Patel
Borrower Kalpna P. Patel

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