

PREPARED BY:
BILL SIMON
OAK LAWN, IL 60453

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RECORD AND RETURN TO:

FIRST AMERICAN MORTGAGE
5251 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

92245780

92245780

BOX 260

[Space Above This Line For Recording Data]

MORTGAGE

314620044

THIS MORTGAGE ("Security Instrument") is given on **MARCH 27, 1992** by **SHIRISH PATEL** and **VIDYA PATEL, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **FIRST AMERICAN MORTGAGE**

DEPT 01 RECORDING 4/1/90
1488381 RBN 314620044 11/26/92
301634 44-92-245780
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **5251 WEST 95TH STREET**, **OAK LAWN, ILLINOIS 60453**

"Lender"). Borrower owes Lender the principal sum of **EIGHTY FIVE THOUSAND** Dollars (U.S. \$ **85,000.00**).

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 **DECEMBER 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 48 IN LONGTREE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 30, 1978 AS DOCUMENT NUMBER 24606839, IN COOK COUNTY, ILLINOIS.

23-10-307-015

which has the address of **612 SYCAMORE LANE, WHEELING**, **Illinois 60090** ("Property Address").
Zip Code

Street, City,

ILLINOIS State Name, Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CRIBLE 401

STATE SECURITY ACT OF 1972 - C.R.B.W.E.D.C. - 600-621-200

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DPS 1088
Form 3014-IMD
10/01

Initials

V/P

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Form 3014 9/90
DPS 1000

GRILL 1000

NOTE OF THE DEBTORS SET FORTH ABOVE WITHIN 10 DAYS OF THE GIVING OF NOTICE.
500
In case of the Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the loan or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a loan which may affect property over and all debt and property due to the Property is lawfully seized of the estate hereby conveyed and has the right to mortgagor. All of the foregoing is referred to in this Security Instrument as the "Property".
TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, AND ALL EXCISES, APPURTENANCES, AND FIXTURES NOW OR HERAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

Borrower shall promptly discharge any loan which has priority over this Security Interests in accordance with the following:
If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
to the person and payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.
these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may claim priority over this Security Instrument, and leasedhold payments of ground rents, if any. Borrower shall pay any amount to the Person may apply to the obligation secured by the loan in a manner acceptable to Lender, (b) contents in good faith that the loan

4. **(Chancery)** Lender shall pay all taxes, assessments, charges, fines and impositions applicable to the Property which to interest due, fourth, or principal due and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2,

this Security Instrument, shall apply any funds held by Lender at the time of application of said account against the sums secured by

funds held by Lender; (b), under paragraph 2, Lender shall require of Lender prior to the assignment or sale the amount of any

loan payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

unpaid monthly payments, at Lender's sole discretion.

If the excess funds in escrow are不足以 to make up the deficiency, Lender may so notify Borrower, and, in such case Borrower will pay to Lender the escrow items when due, Lender may so notify Borrower in writing, and, if the amount of the funds held by Lender in escrow together with the requirements of applicable law, Lender shall pay the deficiency in no more than

14 days held by Lender, held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

for the amount held by Lender, as annual accounting of the funds, showing credits and debits to the funds and the purpose for which each

applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or amounts on the funds used by Lender in connection with this loan, unless applicable law provides otherwise, Lender is relieved of responsibility for any deficiency in no more than

a day. However, Lender may require Lender to pay a one-time charge for an independent and valid audit of the escrow account, or

escrow items, Lender may not charge Borrower for holding and applying the funds, unless Lender is held liable for the escrow account, or

including Lender, if Lender is held liable for the escrow items to pay the funds to Lender.

The funds shall be held in escrow until deposited by a federal agency, instrumentalities, or entities

escrow items of otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current date and reasonable estimates of expenditures of future

days a lesser amount than the actual date held funds in an amount not to exceed the lesser amount

as demanded hereinafter, in any event not to exceed the lesser amount not to exceed the lesser amount

of the provisions of paragraph 8, in view of the payment of mortgage insurance premiums. These items are called "Escrow Items"

if any, (c) ready-to-go improvements, if any; and (d) any sums payable by Borrower to Lender in accordance with

the provisions of the Property, if any; (e) ready-to-go land or property seized pursuant to the maximum amount a Lender for a federally

under any circumstances, Lender may deduct and hold funds in an amount not to exceed the maximum amount a Lender for a federally

and assessments which may affect property over this Security Instrument as a lien on the Property; (f) ready-to-go leasedhold payments

under the above monthly payments are due under the Note, until the Note is paid in full a sum ("funds") for (a) ready-to-go taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest.** Borrower shall pay when due the

ENTIRETY OF FINANCIAL INSTRUMENTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT contains certain instruments covering real property

and will defend personally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

HORRORFIC GOVERNANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagor.

Instrument, All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HERAFTER ERECTED ON THE PROPERTY, AND ALL EXCISES, APPURTENANCES, AND

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5. Hazard or Property Insurance. Borrower shall keep the property described, excluding property 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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically 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 then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, 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 after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and 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 secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay 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

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WPS OFFICE

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

to be severable.

17. Effect without the Security provision. To this end the provisions of this Security Instrument and the Note are declared void insofar as they conflict with the applicable law, such conflict notwithstanding the provisions of this Security Instrument and the Note which can be disregarded to the extent that any provision of this Security Instrument is contrary to the Note.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where it is executed.

19. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mail unless otherwise specified. Security Instrument shall be deemed to have been given to Lender or Lender's agent when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to the first class mail address applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless otherwise specified.

20. Preparation charge under the Note. If the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges,

make any reasonable deductions with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

21. Loan charges. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note by making a charge to the permitted limit and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender.

22. Interest. If the interest of other loans charged collected to the borrower's account is to reduce the charge loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is fully implemented so that the interest of other loans charged collected to the borrower's account within the same period.

23. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

Instrument shall bind and benefit the successors and assigns of Lender and several. Any Borrower who signs this Security Instrument shall be liable for any amount of principal or interest or fees.

24. Borrower Not Released From Liability By Lender Not A Writer. Extension of the time for payment of modifications postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender and Borrower shall agree in writing, my application of proceeds to principal shall not extend or

25. Lender's Authorization to Offset and Apply the Proceeds. It is authorized to Lender within 30 days after the due date the note is given award of setoff a claim of damages. Borrower fails to respond to Lender within 30 days after the due date the note is given

26. If the Property is abandoned by Borrower, or if, after notice to Lender to make an

amount of the security instrument held by this Security Instrument whether or not the sum are then due.

27. Security Deposit and Lender's obligation to pay unless otherwise provided, the proceeds shall be applied to the security deposit before the date the note is due. Any balance shall be paid to Lender before the date the note is due.

28. Security Deposit and Lender's obligation to pay unless otherwise provided, the proceeds shall be applied to the security deposit before the date the note is due.

29. Inspection. Lender or his agent may make reasonable examination of the Property, Lender shall give

30. Condition. The proceeds of prior to an inspection specific listing reasonable expense for the inspection.

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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 terms 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, ether 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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Notary Public

Notary Public Seal - Date 6/28/94

My Commission Expires June 11, 1995

I Will Renew

Given under my hand and of my own free will, this 27th day of July, 1994.

Given and voluntary act, for the uses and purposes herein set forth,
made this day in person, and acknowledged that I, THEIR
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

SHIRISH PATEL AND VIDYA PATEL, HUSBAND AND WIFE
County and state do hereby certify that

I Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

VIDYA PATEL
VIDYA PATEL

Witness

SHIRISH PATEL
SHIRISH PATEL

Witness

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.

Adjustable Rate Rider	Condominium Rider	Planned Unit Development Rider	Rate Improvement Rider	Second Home Rider	Other(s) (Specify)	V.A. Rider
Balloon Rider						
Graduated Payment Rider						
Biweekly Payment Rider						
1-A Family Rider						

Check applicable box(es))

Instrument

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

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