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WHEN RECORDED MAIL TO

93976911

LOAN AMERICA FINANCIAL CORP.  
8100 OAK LANE  
MIAMI LAKES, FL 33161  
LOAN NUMBER: 50-522138-7

93976911

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 22ND, 1993  
The mortgagor is UMEH J. SHAH AND ILA U. SHAH, HUSBAND AND WIFE

A A A HOME FINANCE CORPORATION  
which is organized and existing under the laws of ILLINOIS  
3124 N. DEVON AVENUE, CHICAGO, IL 60659

("Borrower"). This Security Instrument is given to

, and whose address is

("Lender"). Borrower owes Lender the principal sum of  
FIFTY SEVEN THOUSAND FOUR HUNDRED AND NO/100  
Dollars (U.S. \$ 57,400.00). 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 1ST, 1998. 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 5 (EXCEPT THE NORTHWEST 5 FEET THEREOF) AND LOT 6 (EXCEPT THE  
SOUTHEAST 5 FEET THEREOF) IN BLOCK 4 IN CALUMET PARK FIRST ADDITION, A  
SUBDIVISION OF THE WEST 674.13 FEET OF LOTS 1 TO 3, INCLUSIVE, IN A  
SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

TAX I.D. # 29-02-316-060

• DEPT-01 RECORDING \$33.50  
• T#0011 TRAN 8414 12/01/93 09:27:00  
• 49238 #--93-976911  
• COOK COUNTY RECORDER

which has the address of 14457 LINCOLN AVENUE  
(Street)

, DOLTON  
(City)

Illinois 60419 ("Property Address");  
(Zip Code)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 18761 (8103)

MFIL9141-04/93

Form 3014 9/90 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-530-8383 FAX 616-781-1131

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5. **Held under or Property Leasehold.** For which Leander requires insurance. This instrument shall be maintained in the amounts and for periods as Leander may require. Leander reserves the right to cancel this instrument if it is not maintained in full accordance with the terms and conditions set forth above. Borrower shall keep the term covered and any other hazards, including

- Applicable law: Unless otherwise provided, law provides general principles applicable to all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment claim charges due under the Note; second, to any other claim under paragraphs 2 through 7; third, to interest due from or to any late charges due under the Note.
- Applicability of Payments: Payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any late charges due under the Note; second, to any other claim under paragraphs 2 through 7.

seconded by this Security Committee, and the Board of Directors has approved this recommendation.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender.

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is less than the amount of the principal plus interest due, Lender may so notify Borrower in writing. If such sum accumulates over a period of time, Lender may require payment of such sum at any time or from time to time.

and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

or agreements can be made or applicable law requires it to be paid, creditor shall not be required to pay Borrower any interest or earnings on the unpaid amount of the Fund.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender) or in any Federal Reserve Bank. Lender shall apply the Funds to pay the Escrow fees, unless Lender may not charge Borrower for holding and applying the Funds, and Lender may not charge Borrower to pay a one-time charge for holding the Funds in connection with this loan unless Lender makes such a charge. However, Lender may require Borrower to pay a one-time charge for holding the Funds and applicable law permits account, or verifying the Escrow fees, unless Lender pays Borrower interest on the Funds and applies such a charge. However, Lender may not charge Borrower to pay a one-time charge for holding the Funds and applicable law permits Lender to make such a charge.

reasonable estimates of expenditures of future ESDROW letters or checks in accordance with applicable law.

decreases; in accordance with the provisions of paragraphs 2, 3, 4 and 5 of the payment instrument, these items are called "Excess payments", which may, at any time, be deducted from the amount of funds held by the institution to exceed the maximum permitted. These amounts are deducted for a federally related mortgage loan up to the point where the amount of funds held by the institution to exceed the maximum permitted. These amounts are deducted for a federally related mortgage loan up to the point where the amount of funds held by the institution to exceed the maximum permitted.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may alienate property held or used for this Security instrument as a lien on the Property; for (a) yearly assessments or ground rents on the Property, if any; (b) yearly hazard or property insurance premiums; (c) yearly maintenance premiums, if any; (d) yearly sums payable by Borrower to insurable persons, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly

1. Payment of Principal and Late fees; Repayment and Late charges; Borrower shall promptly pay when due the principal of and interest on the debt created by the Note and any prepayment and late charges due under the Note.

This SECURITY INSTRUMENT combines uniform coverage for real property, including fixtures and personalty, and non-uniform coverage with insurance by instalments to cover instruments covering real property.

**BORROWER COVERS ANTICIPATED LOSSES** All of the foregoing is reflected in the fact that Security Instruments shall also be covered by this Security Interest in all of the fixtures and fittings now or hereafter located on the property. All improvements and additions thereto shall also be covered by this Security Interest.

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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 the 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 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 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



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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 recording costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

11/10/2011

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SCOPUS

3124 W. DEVON  
(Name)  
(Address)

3124 W. DEVON AVENUE, CHICAGO, IL 6065

A A HOME FINANCING CORPORATION.

This instrument was prepared by

The seal is rectangular with a double-line border. The word "OFFICIAL" is at the top, and "SEAL" is at the bottom. Inside, it says "State of Illinois" and "Auditor of State".

Given under my hand and official seal, this

לונק

· personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

I, the undersigned, a Notary Public in and for said County and State,  
do hereby certify that UMESH J. SHAH AND ILA U. SHAH, husband and wife

Digitized by srujanika@gmail.com

STATE OF ILLINOIS

book

**County ss:**

Social Security Number <i>326-76-847</i>	Holder <i>ILIA U. SHAH</i>	SSN <i>326-76-8404</i>
Borrower <i>(Seal)</i>	Holder <i>ILIA U. SHAH</i>	SSN <i>326-76-8404</i>
Social Security Number <i>326-76-847</i>	Holder <i>ILIA U. SHAH</i>	SSN <i>326-76-8404</i>
Borrower <i>(Seal)</i>	Holder <i>ILIA U. SHAH</i>	SSN <i>326-76-8404</i>

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**BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in pages | through 6 of this Security instrument and in any rider(s) executed by Borrower and recorded with it.**

{Food(s) (sugar)}

<input type="checkbox"/> Adjustable Race Rider	Cordoniium Rider	I-Family Rider	<input type="checkbox"/> Bimonthly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Race Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Balloon Rider
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Institutional (Check applicable box(es))

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

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## BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 22ND day of NOVEMBER, 19 93, 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 A A A HOME FINANCE CORPORATION (the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

14457 LINCOLN AVENUE, DOLTON, IL 60419  
[Property Address]

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 DECEMBER 1ST, 2023, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 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.

### 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 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.

### 5. EXERCISING THE CONDITIONAL REFINANCING 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 by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net 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 required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinancing option.

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

Umesh J. Shah

UMESH J. SHAH

(Seal)

Ilia U. Shah

Borrower ILIA U. SHAH

(Seal)

Borrower

[Sign Original Only]