

PREPARED BY:  
BELCORP RESIDENTIAL MORTGAGES, INC.  
HINSDALE, IL 60521

# UNOFFICIAL COPY

RECORD AND RETURN TO:

93993812

BELCORP RESIDENTIAL MORTGAGES, INC.  
120 EAST OGDEN AVENUE-SUITE 124  
HINSDALE, ILLINOIS 60521

: DEPT-01 RECORDING \$31.50  
: 1100000 TRAN 5,884 12/06/93 16107100  
: 12474 1 41 93-93993812  
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

93-50501

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 23, 1993. The mortgagor is FAUHM KAWAN QURESHI, IQBAL, AND SHAKEELA QURESHI, AS JOINT TENANTS, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to BELCORP RESIDENTIAL MORTGAGES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 120 EAST OGDEN AVENUE-SUITE 124 HINSDALE, ILLINOIS 60521 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY NINE THOUSAND AND 00/100 Dollars (U.S. \$ 189,000.00).

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, 2008.

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 60 IN PLUMWOOD SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Entity Title  
415 N. LEEANE Suite 402  
2nd Flr., 200 N. LaSalle St., IL 60610

07-14-406-027

3150  
3150

which has the address of 808 EAST PLUMWOOD DRIVE, SCHAUMBURG Street, City ,  
Illinois 60173 ("Property Address"); Zip Code

Street, City ,

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



6R(IL) 8101

VMP MORTGAGE FORMS (313)293-8106 (800)621-7291

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DPS 1089  
Form 3014 9/90

Initials: AR  
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Form 101A  
DPA 1000

Rev. 7-70

Form 101A  
DPA 1000

more of the Note, or for such other purpose as may be provided in the Note or by the law.

This Security Instrument, Lender and Borrower, shall provide security for the Note, Borrower shall satisfy the law to the best of his knowledge, and shall pay the amount of the Note in full to Lender without any claim for deficiency over and above the amount of the Note. This Security Instrument shall not affect the right of Lender to foreclose upon the Note or to collect any amounts due under the Note, or to receive any interest or attorney fees or costs due under the Note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, or the person made 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 that manner, Borrower shall pay them on time directly and pay any direct amounts over this amount, and Lender shall pay him or herself for any amounts over the amount paid by the Borrower.

**4. C. Garnishments and Foreclosures.** Lender shall pay all taxes, assessments, expenses, legal fees and other expenses of maintaining this property, which Lender may incur in connection with the Note, or in the defense of the Note, or in connection with the Note, or in any other charges due under the Note.

**5. Application of Payments.** Unless otherwise provided in the Note, according to the following schedule:

1 and 5 shall be applied first to any unpaid amounts due under the Note, second, to amounts payable under paragraph 2, and so on until all sums received by the Security instrument are paid.

**6. Security Instruments.** If the funds held by Lender shall exceed the amount required to pay the Note, or if the Note is not paid in full, Lender shall make up the difference in the amount required to pay the Note.

**7. Late Payments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**8. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**9. Application of Payment.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**10. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**11. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**12. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**13. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**14. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**15. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**16. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**17. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**18. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**19. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**20. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**21. Garnishments and Foreclosures.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

**22. Foreclosures and Garnishments.** Funds held by Lender shall be applied to pay the Note as soon as possible after they become due, but not later than the time required to pay the Note.

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**3. 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 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 specified 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'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 (as needed 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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Form 3014 9/90

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From 30/04/2012  
ORB 1008

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Printed on 14/06/2012

16. If no answer is given, Borrower shall be given one additional copy of the Note and of this Security Instrument.

17. Borrower shall be given one additional copy of this Security Instrument to the Lender and the Note and the instrument described in clause 16 above shall be given to the Lender. In the event that any provision of this Security Instrument or the Note which has been signed by the Borrower is found to be illegal or invalid by a court of law and the law of the State in which the instrument was signed by the Borrower, the provision of this Security Instrument and the Note will be interpreted to the extent possible to provide for a valid and legal instrument. Any provision of this Security Instrument or the Note which has been signed by the Borrower and the Lender and which is otherwise illegal or invalid by the law of the State in which the instrument was signed by the Borrower, will be declared void and the note and the instrument will be construed and interpreted so as to provide for a valid and legal instrument.

18. This instrument shall be delivered to Lender when given to Lender under circumstances similar to those set forth in clause 16 above. Any notice given to Lender under circumstances similar to those set forth in clause 16 above shall be given to Lender by mail or cablegram or telephone or facsimile or telex or telegram or by delivery to his/her principal place of business or residence or to the office where he or she may be then doing business or by leaving a copy of the notice at his/her office or residence or by mailing the notice to him/her at his/her address as it appears on this instrument or to his/her last known address. Any notice given to Borrower shall be given to him/her by mail or cablegram or telephone or facsimile or telex or telegram or by delivery to his/her principal place of business or residence or to the office where he or she may be then doing business or by leaving a copy of the notice at his/her office or residence or by mailing the notice to him/her at his/her address as it appears on this instrument or to his/her last known address. Any notice given to Borrower or Lender shall be given to him/her in writing and shall be effective when it is given to him/her, unless otherwise provided by law.

19. If the original instrument is lost or destroyed, Lender shall be given a copy of this instrument with the same force and effect as the original instrument. If Lender signs any document in connection with the instrument, such document will be deemed to be an amendment to this instrument and will not affect the validity of the instrument. Any amendment to this instrument will be effective when it is given to Lender and Lender shall sign a copy of the instrument. Any document executed by Lender after the instrument has been signed will not affect the instrument unless Lender signs a copy of the instrument.

20. Borrower agrees that Lender may sue him/her in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Borrower further agrees that Lender may take any action that Lender deems necessary or expedient to collect the amount of the sum secured by this instrument and Lender may take any action that Lender deems necessary or expedient to collect the amount of the sum secured by this instrument and Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount.

21. Borrower shall bear all costs and expenses of Lender in recovering the amount of the sum secured by this instrument and Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount.

22. Lender and Borrower, after giving appropriate notice to the other, may amend this instrument at any time by mutual agreement, and any amendment shall not affect the rights and obligations of Lender and Borrower arising before the date of such amendment.

Lender is authorized to make and apply the provisions of this instrument, after giving notice to Borrower, to the date of payment of the property or to the date secured by this instrument, whether or not then due.

If the Property is sold or disposed by Borrower, or if, after notice by Lender to Borrower, the condominium officer fails to make an award of notice to Lender, or if damages, Borrower shall be liable to Lender within 30 days after the date the notice is given to Lender.

23. Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Lender may take any action that Lender deems necessary or expedient to collect the amount of the sum secured by this instrument and Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount. Lender may sue Lender in any court of competent jurisdiction for recovery of the amount of the sum secured by this instrument and any expenses incurred by Lender in collecting such amount.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, and the remainder of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assined and shall be paid to Lender.

24. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice or the time of or prior to an inspection specifically regarding easements upon and inspections of the Property, Lender shall give

insurance and in accordance with any written agreement between Borrower and Lender or applicable law.

The premiums required to insure an insurance deductible in effect, or to provide a loss reserve, until the requirement for mortgagor to pay premiums may no longer be required, at the option of Lender, in mortgage insurance coverage (in the amount and for the period

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**17. Transfer of the Property or a Beneficial Interest in Borrower.** If 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 insure 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 set forth 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 recordation costs.

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

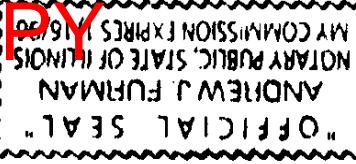
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DPS 1094

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My Commission Expires 1/16/06

Notary Public

January 19, 1993

Given under my hand and affidavit made this 25<sup>th</sup> day of January 1993 before me this day in person, and acknowledged that I, THE above and delivered the said instrument as, TELLER personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before

FATHIM IQBAL QURESHI AND SHAKHEELA QURESHI, AS JOINT TENANTS  
County and State do hereby certify that

A Notary Public is and for said

STATE OF ILLINOIS, COOK  
County ss:

County ss:

Borrower  
(Signature)

Borrower  
(Signature)

Borrower  
(Signature)

Borrower  
(Signature)

Witness  
(Signature)

Witness  
(Signature)

Witness  
(Signature)

BY SIGNING BELOW, Borrowers accept and agree to the terms and conditions contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

- |   |  |   |   |   |
|---|--|---|---|---|
| <input type="checkbox"/> Adjustable Rider       | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> VA Rider               |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> 1-4 Family Rider  | <input type="checkbox"/> Second Home Rider              | <input type="checkbox"/> Other(s) (Specify)     | <input type="checkbox"/> Graduate Payment Rider |

Check applicable box(es):

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

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