

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

GLENVIEW STATE BANK
800 WAUKEGAN ROAD
GLENVIEW, IL 60025

93071993

LOAN NO. 3010357

06/01/93 RECORDING 131.50
14005 DEB 7813 6173/93 1413 7000
14799 4 K-923 07 1993
COOK COUNTY RECORDER



(Space Above This Line For Recording Data)

3.11/1993

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 22, 1993
PARTAP S. ASHTA AND LILLIAN ASHTA, HUSBAND AND WIFE

The mortgagor is

("Borrower").

This Security Instrument is given to GLENVIEW STATE BANK,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is
800 WAUKEGAN ROAD, GLENVIEW, IL 60025 ("Lender").

Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS AND NO/100
Dollars (U.S. \$ 65,798.00). 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, 2003. 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 114 IN GLEN GROVE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF
THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #09-13-107-009-0000

93071993

which has the address of

9501 N. OZARK
(Street)

MORTON GROVE
(City)

Illinois 60053
(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be
covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

3/50
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

Programs must be designed to meet the needs of the community. Programs must be designed to meet the needs of the community. Programs must be designed to meet the needs of the community. Programs must be designed to meet the needs of the community.

5. **Forward of Property Right Notice.** Borrower shall keep the original instrument book available at the office of the recorder of title or take out of the instrument not forth notice within 10 days of the giving of notice.

3. Application of Payment, unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied; first, to any payment due, to principal due and last, to any late charges due under paragraph 2; third, to interest due, to principal due and last, to any late charges due under the Note.
4. Changes in Lender, Borrower shall pay all taxes, assessments, charges, fines and imposts due to the proper authority over this Security Instrument, and loanhold payments or ground rents, if any.

Borrower shall pay the amounts due under this instrument directly to the payee or to the Lender if any.

Any holder recouping his or her payment under paragraph 2, or if not paid in full in that manner, Borrower shall account to the payee under this paragraph. If Borrower makes the payment directly, Borrower shall pay him/her to be paid under this paragraph. If Borrower makes the payment directly, Borrower shall pay him/her to be paid under this paragraph.

If this Fund has held by Leander exceeded the amount permitted to be held by applicable law, Leander shall account to Leander for this excess. Funds in accordance with the requirements of applicable law, if the amount of such liability or claim exceeds the amount held by Leander at the time of such claim or liability, Leander shall account to the Fund for the amount so held by Leander.

(including Landlord, if Landlord is such as such an institution) or in any Federal Home Loan Bank. Landlord shall apply the Funds to pay its Fairrow Leases, Landlord is not chargeable Borrower for holding and applying such a Fund, annually and paying the accrued, or verifying the Fairrow item, unless Landlord pays Borrower interest on the Funds and applying the portion; a Landlord to make such a charge, however, Landlord may require Borrower to pay a one-time charge for an independent real estate tax reporting service. However, Landlord to communicate with this loan, under applicable law provides otherwise. Under an agreement to abide by applicable law requires to pay all the funds and annual accounting of the funds, showing credit and debits to the Fund, and purpose for which each debt to the Fund was made. The debt interest shall be paid on the Fund, Landlord shall give to Borrower, without charge, an annual accounting of the funds, showing credit and debits to the Fund, and interest on the Fund, and fees in writing, however,

(e) Payment of principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform covenant for national use and non-uniform covenant with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

LOAN NO. 3010357

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; Leashholds. 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 foreclosure 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, those 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 periods 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.

93071993

UNOFFICIAL COPY

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument.
17. Transfer of the Property or 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

15. Governing Law; Severability. This Security Interest Statement shall be governed by federal law of the state in which the property is located, in the event that any provision of this Security Interest Statement or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Interest Statement and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument must utilize applicable law requiring use of non-timer method. This notice shall be delivered to the Lender by first class mail unless otherwise specified in or by written agreement of the parties. Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

[3.] **Loan Charges.** If this loan is secured by this Security Instrument it is subject to a law which sets maximum loan charges, and that law is usually interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limit; and (b) any sum already collected by the amount exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Confidentiality; Co-Administrator and Agreements of this Security Instrument shall bind and benefit the successors and assigns of Landor and Borrower, subject to the provisions of paragraph 17. Borrower's conveyances and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to furnish his name and address to the Notee, and (b) is not liable for the obligations of the Notee.

11. Borrower Not Responsible; etc., in accordance with the terms and conditions of the Note, shall not be liable for any deficiency in payment of the principal or interest on the Note, if the same is paid over to the trustee in accordance with the terms and conditions of the Note.

Delegates, I understand that under Article 80(2)(a) of the Constitution, any application for leave to appeal against a judgment of a High Court or a court of original jurisdiction may be made to the Supreme Court by filing a notice of appeal within 30 days of the date of such judgment.

If the property is demanded by Borrower, or if, after notice by Lender to Borrower that the conduct of the business is injurious to the security interest, Borrower fails to respond to Lender's written notice to correct the condition within 30 days after the date of the notice, Lender may collect and apply the proceeds, at its option, either to reduction of principal of the note or to the extent authorized by the Security Instrument, whether or not due.

9. **Intercountry.** Under or in agreement may make nonconsensual entries upon and inspections of the Property. Under such circumstances, the owner or operator of the vessel may invoke nonconsensual entries upon and inspections of the Property.

10. **Condemednation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [recluse].

UNOFFICIAL COPY

LOAN NO. 3010357

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. These 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 remain 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 recordation costs.

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

930759

