

RECORD AND RETURN TO:

2023-03-14 12:29

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LIBERTY MORTGAGE CORPORATION NW  
2015 S. ARLINGTON HEIGHTS RD. - STE. 103  
ARLINGTON HEIGHTS, ILLINOIS 60005

{Space Above This Line For Recording Data}

## MORTGAGE

00-378-P6D

THIS MORTGAGE ("Security Instrument") is given on **MARCH 23, 1993**

. The mortgagor is

KIRTI J. PATEL AND MOHINI K. PATEL, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to **LIBERTY MORTGAGE CORPORATION, NEW YORK**, which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **2015 S. ARLINGTON HEIGHTS RD., STE. 103, ARLINGTON HEIGHTS, ILLINOIS 60005**. Borrower owes Lender the principal sum of **ONE HUNDRED TEN THOUSAND**

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 APRIL 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 46 OF ADELMAN AND BROTT SUBDIVISION THIRD ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08-24-317-003

VOL. 050

which has the address of 594 MORRAY COURT, DES PLAINES

Illinois 60018

**Zip Code** \_\_\_\_\_

DPS 1089

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

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Form 3014 3/90

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17/A  
Form 304a 5/90  
DPS 1030

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more of the actions set forth above within 10 days of the filing of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take care of the Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to or after the instrument of the lien, or (c) secure from the holder of the lien an instrument satisfactory to Lender subordinating the lien to any other instrument of the lien, in legal proceedings which in the Lender's opinion operate to prevent the by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) certifies in good faith the lien

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed 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 which may within priority over this Security Instrument, and leaseshold payments or ground rents, if any, Borrower shall pay

4. Charges, Taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property

third, to interest due; fourth, to 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

this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale to credit against the sums secured by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any

welfare monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any

If the Funds held by Lender exceed the amounts permitted by applicable law, Lender shall account to Borrower

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

without charge, an annual accumulation of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with providing law otherwise, unless as applicable law provides otherwise. Lender is entitled to a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

Escrow items, unless Lender pays. Borrower interest on the Funds and applicable law permits Lender to make such

Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually applying the escrow account, or including Lender, if Lender is sick, in institution whose deposits are insured by a federal agency, insurability

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability,

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current and reasonable estimates of expenditures of future sets a lesser amount, if any, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgagel ion may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

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

if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attach to this Security Instrument as a lien on the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

promptly 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: Prepayment and Late Charges, Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by furnishing to constituents a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for mutual use and non-uniform covenants with limited

and will defeat generally the title to the Property against all claimants and demands, subject to any encumbrances of record.

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

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".

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**5. 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 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's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 8, 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 what 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 premium 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

DPB 1681

Form 3014 9/90

Lender: -6R(L) (9101)

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Initials: M.F.

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ANSWER

Form 3014 9/50  
DPS 1092

<sup>16</sup>. Borrower's copy; Borrower shall be given one contemporaneous copy of the Note and of this Security instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing in by first class mail unless otherwise required by law or by mailing in by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail to Lender shall be deemed to have been given to Borrower or Lender when given as provided in this Security Instrument.

Prepayment charge under the Note.

13. **Loan Charges.** If the loan secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limits; or (b) any such loan charge shall be reduced by the greater of (i) the amount necessary to reduce the charge below the permitted limits, and (ii) any sum already collected from Borrower which exceeded permitted limits at the time it was collected.

make any accommodations which regard to the terms of this Security Instrument without the Note holder's consent.

12. Successors and Assigns; Bonds; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 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 mortgagee, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; and (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or terminate this Security Instrument.

successors in interests may waive or remedy.

11. Borrower Not Responsible; Breach of Waver. Extension of the time for payment or modification of any sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sums secured by this Security Instrument or to extend the time for payment or modification of any sums secured by this Security Instrument or to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or to any successor in interest of Borrower to pay to Lender the amounts due under this Security Instrument.

Unless I am advised otherwise in writing, any application of proceeds to principal shall not extend beyond 2 or 3 times the amount of such payments.

accurred by this Security Interim Audit, whether or not there due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repayment of the Property or to the sum

If the property is abandoned by Borrower, or if it, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property is less than the amount secured immediately before the taking, the Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be paid to Lender.

10. **Condemnation.**, 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to [partner]

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspec<sup>tion</sup>**. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give notice in advance of any inspection.

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23. Widener or Flomineated, Hotwater w/wave will right of homestead exemption in the Property.

21. Notwithstanding, but not limited to, reasonable attorney fees and costs of suit or defense, Lender shall release this Security Instrument

**21.** Acceleration or Termination of Security Instrument. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date the default must be cured; and (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 the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanage after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured or before the date specified in the notice, Lender, at its option, may require immediate payment 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.

**NON-UNIFORM GOVERNANTS.** Borrower and Lender further covenant and agree as follows:

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any party to regulate or modify or terminate its operation or any Hazardous Substance or Environmental Law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances or materials that are generally recognized to be appropriate to normal residential uses and to mitigate risk of fire property.

19. Style 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 this "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 under 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.

18. Borrower's Right to Remodel. If Borrower meets, generally, conditions, Borrower shall have the right to have agreement of this Security Instrument disclaimed 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 Secuity Instrument or (b) entry of a judgment enforing this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security Instrument or agreements of agreements of (c) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney fees; and (d) makes all payments due under this Security Instrument, but not limited to, reasonable attorney fees; (e) pays all expenses incurred in enforcing this Security Instrument, but not limited to, reasonable attorney fees; and (f) complies with all terms and conditions 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.

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 Lennder's prior written consent, Lennder may, at his option, require immediate payment in full of all sums secured by this Security Interest; however, this option shall not be exercised by Lennder if exercise is prohibited by federal law as of the date of this Security Instrument.

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

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness

KIRTI J. PATEL

(Seal)

Borrower

Witness

MOHINI K. PATEL

(Seal)

Borrower

(Seal)  
Borrower(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned  
county and state do hereby certify that  
KIRTI J. PATEL AND MOHINI K. PATEL, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) 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 therein set forth.

Given under my hand and official seal, this 23rd day of

March, 1993

My Commission Expires:

Notary Public

" OFFICIAL SEAL "  
CAROL A. WENNER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/20/94

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