

UNOFF

WESAV MORIGAGE CORPORATION DOCUMENT CONTROL, PO BOX 60610 PHOENIX, AZ 85082-0610

Loan #: 6519563 Process #:

93295080

S

3010896 Me Carthy

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

. 19 93 . April 14

RAMESH SHAH and BHARATI SHAH, HIS WIFE The mortgagor is

("Borrower").

WESAV MORTGAGE CORPORATION This Security Instrument is given to

whose address is

9060 E. VIA LINDA SIPFET, SCOTTSDALE, AZ 85258-5146

("Lender").

Borrower owes Lender the principal sum of

Eighty Five Thousand and No/200

85,000.00 ). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provider to: monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by May 1, 2008 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 counity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instruction and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County.

> THE SOUTH 25.33 FEET OF LOT 51 IN RELATERG'S NORTH CHANNEL SUBDIVISION IN THE SOUTHWEST 1/4 OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 17 EAST, LYING SOUTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLIPCIS.

PERMANENT INDEX NUMBER: 10-36-321-050

DEFT-11 RECORD.T T#0011 TRAN 0741 04/21/93 13:05:00 \$27.50 TOOK COUNTY RECORDER POOR O

93295680

which has the address of

6415 NORTH TROY STREET

CHICAGO

Illinois

60645

("Property Address");

(Zw Cade)

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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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.

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

Form 3014 9/90

## **UNOFFICIAL COPY**

Grocker.

Property of Cook County Clerk's Office

UNIFORM COVENALTS. Burtowe and tend recoverant and agree as follow:

1. 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. [2 U.S.C. \$260] at sec. ("RESPA"), unless another law that applies to the Funds sets a 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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The Funds shall be held in an institution whose deposits are inaured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Function accordance with the requirements of applicable taw. If the amount of the Funds held by Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall promptly refund to Borrower any Funds held by Lender at the deficiency of shall apply any Funds held by Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the P

Upon payment in felt or all suins secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under canaraph 2.1 Lender shall acquire or sell the Property, Lender, prior to asso of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this 3. Application of Payments: Utes applicable that promptly the property in the Property and and 2 shall be applied. If int, to any prepayment charges due under the Note: second, to amounts payable under paragraphs 1 and 2 shall be applied. If int, to any prepayment that promptly the property and the Note: t

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.

S. 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 morngage insurance coverage must available Borcole chall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium be mind paid by Borrower when the insurance coverage tapsed 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 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 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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the supplication.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless 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.

taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or utiless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not in the sums are then due.

If the Property is advandoned by Borrower, or if, after notice by Lender to Borrower that the condennor offers to make an award or settle a claim for damages, Borrower, or if, after notice by Lender to Borrower that the condennor 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, Lender is authorized to collect and apply the proceeds, at its option, ether to restoration or repair of the Property or to the sums secured by Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

11. Borrower Not R-cleased; Forbearance by Lender Not a Walver. Extension of the sums of the sums secured by this Security Instrument by reason of any successors in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's accessors in interest. Any forbranence by Lender in exercising any right or remedy.

12. Successors and Assigns Bon 15. Joint and Several Liability; Co-signers of covenants and agreements of this Security Instrument shall be done or original provisions of paragraph. 17. Borrower's covenants and agreements shal

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

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 be rower 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.

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, Linder 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 Legistral sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curis 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.

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. 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 Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic pe paragraph 17.
19. Sale of Note; Change of Loan Servicer.

to health, safety or environmental protection.

NON-UNIFORM COVENA I'M. Borr wer and Lender funde provenant 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 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. 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.

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 Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider **Biweekly Payment Rider** Balloon Fider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Bo rower and recorded with it. Rames Lehandra K. Shuh. Social Security Number: 433-39-0171 004 Bhylayti R-8ht Social Security Number: 358-70-0061 Social Security Number: Social Security Number: COOK County ss: State of Illinois, The foregoing instrument was acknowledged before me this RAMESH SHAH and BHARATI SHAH Witness my hand and official seal. OFFICIAL SEAL JENNY HELFERS tary Public, State of Illinois

mission Expires 1/30/90

## **UNOFFICIAL COPY**

Property of Coot County Clerk's Office

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93295081

Date Of First Registration MAY TWENTY NINTH (29TH), 1923 OCTOBER TWENTY PIETH (25TH), 1937

Singly oldinging Ses I Carol Moseley Braun Registrar of Titles is and for said County, in the Rate aforesaid, do hereby certify that

> CAMILLE E. SKOCZYLAS AND RONALD J. BROCZYLAS (Married to each other)
> AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

County of coox and State of MAINOTH

we the owners of an estate in fee simple, in the following described land situated in the County of Cook and Rate of Illinois.

In Speck T. o . ) in Barrington Trails whit No. 2, being a Subdivision in the Northwest Quarter 2 3 of Section 4 and the Northeast Operter (4) of Section 5, all in Township 42 actio, lange 0, hask of the Third Principil Heridian, according to Plat thereof d in the office of the Registrar of Titles of Cook County, Illinois, on April 1961, as Mocument Number 1972883.

02-05 206-00

DEPT-11 RECORD. T 0742 04/21/93 13106100

Subject to the Estates, the following memorial	Easements, In 's page of t	rcumbrances d his Certificate	ind Charge	rs noted on 23
	My hand		Seal	25
11-10-88 DN	day of	NOVEMBER	3/1	7. 1988
11-10-88 DN	Ronist	var of Tilles	Brok Count	W. Illinois