

UNOFFICIAL COPY

93345460

MAIL TO →

THIS INSTRUMENT PREPARED BY
6000 RIVERGRADE ROAD
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
PO BOX 1005
CITY OF INDUSTRY, CALIFORNIA 91760
LOAN NO. 155434-1
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

Please Attach This Form to Recording Data!

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23
1977. The mortgage is
MUSAMMAD SHAIKH AND RASHIDA K. ANSARI, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA FSB, which is organized and existing
under the law of the United States of America, and whose address is 6000 Rivergrade Road, Irwindale, California
91706-1404 ("Lender"). Borrower owes Lender the principal sum of

ONE THOUSRED THIRTY THOUSAND AND NO/100

Dollars (U.S. \$ 1,30,660.00). 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 MAY 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 12 IN COLBY-MICHAELSON SUBDIVISION, A RE-REDIVISION OF PART OF LOT 9 IN COUNTY
CLERK'S DIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 9100 LAWLER AVENUE, SKOKIE, IL. 60077

PTN: 10-16-403-014

DEPT. OF RECORDING \$79.50
TELEPHONE 904 292 0520/273 1118100
FAX 904 292 3454/60
COUNTY RECORDER

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which has the address of 9100 LAWLER AVENUE
(Street)

SKOKIE
(City)

Illinois 60077 ("Property Address");
(Zip Code)

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 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.

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.

10-150-111-7 214 T 2007

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1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due principal and interest on the debt evidenced by this Note and late charges and prepayment penalties as follows: (a) Borrower shall pay when due the monthly payments as provided in paragraph 2 and (b) on or before the date of the maturity of this Note, the principal amount of the debt evidenced by this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment. Borrower shall pay when due the monthly payments as provided in paragraph 2 and (b) on or before the date of the maturity of this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay when due the monthly payments as provided in paragraph 2 and (b) on or before the date of the maturity of this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment. Borrower shall pay when due the monthly payments as provided in paragraph 2 and (b) on or before the date of the maturity of this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment.

3. **Hazard or Property Insurance.** Lender shall keep the improvements now existing or hereafter erected on the premises insured against fire, theft, lightning, explosion, and other hazards, and any other hazards, and the cost of such insurance shall be paid by Borrower. Lender shall keep the improvements now existing or hereafter erected on the premises insured against fire, theft, lightning, explosion, and other hazards, and any other hazards, and the cost of such insurance shall be paid by Borrower.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Note shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 2, third to interest due, fourth to principal due, and last to any late charges due under the Note. Unless applicable law provides otherwise, all payments received by Lender under this Note shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 2, third to interest due, fourth to principal due, and last to any late charges due under the Note.

5. **Lender's Right to Accelerate.** If Borrower fails to pay when due the monthly payments as provided in paragraph 2 and (b) on or before the date of the maturity of this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment, Lender shall have the right to accelerate the maturity of this Note and to demand immediate payment of the principal amount of the debt evidenced by this Note, together with any interest and late charges and prepayment penalties accrued thereon to the date of payment.

6. **Assignment and Substitution.** Borrower shall not assign or subcontract its obligations under this Note, and any assignment or subcontracting of its obligations under this Note shall be void and inoperative. Borrower shall not assign or subcontract its obligations under this Note, and any assignment or subcontracting of its obligations under this Note shall be void and inoperative.

7. **Severability.** If any provision of this Note is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Note shall nevertheless remain in full force and effect. If any provision of this Note is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions of this Note shall nevertheless remain in full force and effect.

8. **Entire Agreement.** This Note and the Security Instrument constitute the entire agreement between the parties with respect to the loan described herein, and all other agreements, oral or written, made by the parties with respect to the loan are hereby acknowledged and merged into this Note. This Note and the Security Instrument constitute the entire agreement between the parties with respect to the loan described herein, and all other agreements, oral or written, made by the parties with respect to the loan are hereby acknowledged and merged into this Note.

9. **Waiver of Defenses.** Borrower waives all defenses, claims, and counterclaims, including claims for unconscionable terms, that it may have against Lender or the lender's assignee, its heirs, successors, and assigns, in connection with this Note and the Security Instrument. Borrower waives all defenses, claims, and counterclaims, including claims for unconscionable terms, that it may have against Lender or the lender's assignee, its heirs, successors, and assigns, in connection with this Note and the Security Instrument.

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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 of any forfeiture action or proceeding, whether civil or criminal, as 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, provides forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the mortgage coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice in 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 compensation 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 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 the 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. 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 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability 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 successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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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 boxes)

- Adjustable Rate Rider
- Condominium Rider
- Joint Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- 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 Borrower and recorded with it.

Witnesses

Mohammad Shujat (Seal)
 ---Borrower
 MOHAMMAD SHUJAT

Rasheeda K. Ansari (Seal)
 ---Borrower
 RASHEEDA K. ANSARI

(Seal)
---Borrower

(Seal)
---Borrower

Property of Cook County Clerk's Office

[Space Below This Line For Acknowledgment]

COAN NO. 1554334-1
State of Illinois Cook County

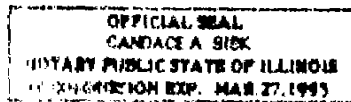
I, the undersigned, a notary public in and for said county and state, do hereby certify that

MOHAMMAD SHUJAT AND RASHEEDA K. ANSARI, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 20th day of April, 1993.

My commission expires: 3/27/95

Candace A. Sisk
Notary Public



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