

# UNOFFICIAL COPY

PREPARED BY:  
KITTY KOLESKE  
HARWOOD HEIGHTS, IL 60656

RECORD AND RETURN TO:

WESTWIND MORTGAGE BANCORP, INC.  
5100 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656

[Space Above This Line For Recording Data]

## MORTGAGE

0375949

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 10, 1994**. The mortgagor is **MIRZA JESANI**, and the co-mortgagors are **AND SHAHNAZ JESANI, HUSBAND AND WIFE**.

DEBT-SI RECORDINGS

THRU 2749 01/24/74 13:55:00

00567 # 24-124-077357 CO.

COOK COUNTY RECORDER

This Security Instrument is given by **MIRZA JESANI** and the co-mortgagors (the "Borrower"), to **WESTWIND MORTGAGE BANCORP, INC.** (the "Lender"), to secure payment of a debt of **ONE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 182,250.00).** 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 **FEBRUARY 1, 2009**. 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**:  
**PARCEL 1: LOT 12 IN CAMPUS VIEW GARDENS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTH 33 FEET) OF SECTION 1, TOWNSHIP 39, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**  
**PARCEL 2: AND THE WEST 1/2 OF ALLEY LYING EAST AND ADJOINING PARCEL 1, AFORESAID.**  
which has the address of **8755 SOUTH RICHMOND, EVERGREEN PARK, Illinois 60642** ("Property Address");  
Illinois 60642 Zip Code **60642**

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

VMP-6RIL (10101) 01/01/94 VMP MORTGAGE FORMS - 1313293.6150 - 1000621-7201

Street, City



DPS 1088

Form 3014 9/90

Includes VMP

X S.J.

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ENR  
Form 3014 9/70  
DPS 1090

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W.F.G.R.LL. (101)

Borrower shall promptly discharge any lien which has priority over this Security instrument within 10 days of the giving of notice. More of the actions set forth above within 10 days of the giving of notice.

If Lender may give Borrower a notice legally binding the lien, Borrower shall satisfy the lien or take one or this Security instrument, Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument. If Lender holds or the holder of the lien in agreement satisfactory to Lender superordinating the lien to encroachment of the lien; or (c) secure; from the date of the lien in a manner acceptable to Lender's opinion operate to prevent the by, or defends against encroachment of the lien in, legal proceedings which in the Lender's opinion suitable to the lien writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contestants in good faith the lien by, or defends against encroachment of the lien in the oblique instrument unless Borrower; (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owes 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 full manner, Borrower shall pay them on time directly which may attach priority over this Security instrument, and leasehold payments or ground rents, if any, by Borrower shall pay which Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions arising under this Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising under this Security instrument, shall apply all taxes, assessments, charges due under the Note; to amounts payable under paragraphs 1 and 2 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. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under this Security instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as credit against the sums secured by Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender to the acquisition or sale of the Property.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any twelve monthly payments at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three 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 at any depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts shown, debts to the Funds and debts to the purpose for which each without charge, in unusual occurrence of the Funds, showing debts to the Funds and debts to the purpose for which each Borrower and Lender may agree in writing, however, not intent 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 this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender may require Borrower to make such Escrow items, Lender may not charge: Borrower for holding and applying the Funds, annually้าย summarizing the escrow account, or Escrow items, Lender may not charge: Borrower for holding and applying the Funds, annually้าย summarizing the escrow account, or including Lender, if Lender is such in situation) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in a institution whose depositors are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the sum held of Funds due on the basis of current data and reasonable estimates of expenditures of future related model from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds 1974 is implemented from time to time, 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 lesser amount, or related model, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally provided for paragraph 8, in lieu of the payment of mortgagel insurance premiums. These items are called "Escrow items," if any (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (b) yearly leasehold payments and assessments which may attach priority over this Security instrument as a lien on the Property; (c) yearly taxes and 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

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to prepaid 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 jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines covenants for national use and non-uniform covenants with limited and will defend generally the title to the Property against all claims 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 mortgagel, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants that instrument is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all additions shall also be covered by this Security fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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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 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 requires 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 requires 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

DPS 1091

Form 3014 9/90

*(Signature)* *Initials:* *SJ*  
I, the undersigned, do hereby declare that I have read the foregoing instrument and understand its contents, and that it is my free and voluntary act. I further declare that I am of sound mind and of the age of majority, and that I am not induced to sign this instrument by threats, promises, or undue influence. I declare that I have read the instrument and fully understand its contents, and that I am signing it freely and voluntarily. I declare that I have read the instrument and fully understand its contents, and that I am signing it freely and voluntarily.

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DPS 1092  
Form 3014 9/90  
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MD - GRILL 191010

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note in question is declared invalid by law and the law of the

15. Governing Law; Severability. This Security Instrument shall be governed by federal law by state law of the

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing

prepayment clause under the Note.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded payment limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the and that law is final and any notice to Lender is subject to a law which sets maximum loan charges.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's intent under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or extend by this Security Instrument and (d) agrees that Lender and any other Borrower may agree to pay the sums Borrower's intent does not execute the Note: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not exceed the liability of the co-signer and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covariance and assignments shall be joint and several the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Borrower shall not be required to exercise of any right or remedy.

successors in interest. Any right otherwise by Lender in exercising any right or remedy shall not be a waiver of or preclude the Lender is authorized to settle and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by the sums secured by this Security Instrument by Lender on behalf of the original Borrower or Borrower's consecutive proceedings against any successor in interest for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall of: Borrower Not Released; Settlorame By Lender Not a Waiver. Extension of the time for payment or modification of the note date of the month by payments 1 and 2 or change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month by payments 1 and 2 or change the amount of such payments.

settled by this Security Instrument, whether or not then due.

Lender is authorized to settle and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums settled by the Property is immediately before the taking or unless applicable law otherwise provides, the proceeds shall award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or if, after notice to Borrower to settle the note to make an

he applied to the sum secured by this Security Instrument whether or not the sum was then due.

Lender is authorized to settle and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums settled by the Property is immediately before the taking or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the before, as daily. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sum secured immediately before the taking, unless Borrower and Lender otherwise settles provides, the total this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agrees in writing following fraction: (a) the total Security Instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the market value of the sum secured immediately before the taking, with the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agrees in writing following fraction: (a) the total

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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agrees in writing following fraction: (a) the total

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, shall be paid to Lender.

condemnation of other taking of any part of the Property, or for nonpayment in lieu of condemnation, are hereby assented and

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

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the Property. Lender shall give

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

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for insurance that Lender (requiring) provided by insurer approved by Lender again becomes available and is obtained. Borrower shall pay premiums may no longer be required, at the option of Lender, if mortgagor insures coverage (in the amount and for the period

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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 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 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.

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.

DPS 1083  
Form 3D14 9/96

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DPS 1094  
Form 3014 9/90

My Commission Expires  
May 20, 1995  
Hobby Public, State of Illinois

MD-GRILL 10212101

This instrument was prepared by **STAFFORD, SCAFF**.  
Screentest

Notary Public

Notary Public

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My Commission Expires  
Given under my hand and official seal this **10** day of **July** in the year of **1994**.  
Signed and delivered the said instrument is **THEIR** free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **They**,  
, personally known to me to be the same person(s) whose name(s)

the **MIRZA JESANI AND SHAHNAZ JESANI, HUSBAND AND WIFE**,  
a Notary Public in and for said county and state do hereby certify  
Counties ss:

Borrower  
(Seal)

Borrower  
(Seal)

SHAHNAZ JESANI  
(Seal)

MIRZA JESANI  
(Seal)

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

24. Rider. 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 this  
Security Instrument as if the rider(s) were a part of this Security Instrument.

- [Check applicable boxes]  Adjustable Rate Rider  Grandparent Rider  V.A. Rider  
 Condominium Rider  Planned Unit Development Rider  Balloon Rider  Second Home Rider  
 Biweekly Payment Rider  Biweekly Payment Rider  Rate Improvement Rider  Other(s) [Specify]