

UNOFFICIAL COPY

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1001 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

95827291



DEPT-01 RECORDING \$31.50
T00010 TRAN 3415 11/30/95 12:50:00
86618 + C.J. #--95-827291
COOK COUNTY RECORDER

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MORTGAGE

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THIS MORTGAGE ("Security Instrument") is given on October 18th, 1995. The mortgagor is
SABYASACHI MUKHERJEE and
MINATI MUKHERJEE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
MIDWEST MORTGAGE SERVICES, INC. ALSO KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 1901 S. MEYERS RD. SUITE 300
OAKBROOK TERRACE, IL. 60181

("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED EIGHTEEN THOUSAND & 00/100 Dollars (U.S. \$ 218,000.00).

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 November 17, 2010. 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
TAX ID #: 15-01-111-061 COOK County, Illinois;

THE SOUTH 55 FEET (EXCEPT THE EAST 40 FEET THEREOF) OF THE EAST HALF (1/2) OF THE WEST ONE THIRD (1/3) OF THE NORTH 12 ACRES OF THE SOUTH 30 ACRES OF THE EAST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWN 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

which has the address of 1246 FRANKLIN ST. RIVER FOREST (Street, City),
Illinois 60305 (Zip Code) ("Property Address");

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Amended 5/91
VMP MORTGAGE FORMS - (800) 511-7131

ATTORNEYS' NATIONAL
TITLE NETWORK



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Form 3014 9/90
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of the action set forth above within 10 days of the giving of notice.

Security instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to by, or defends 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) contains in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees in Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security instrument, and leasehold payments or ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

3. 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 paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 Security instrument.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly return to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 Security instrument.

5. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

6. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

7. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

8. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

9. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

10. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

11. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

12. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

13. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

14. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

15. Funds Held by Lender. The Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is in excess of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months; at Lender's sole discretion.

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Form 3014 1/10
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to be receivable.

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 hereby 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 to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-obligors. 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, foreclose or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization or 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 to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any debt and 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.

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.

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.

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.

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.

9. Inspection. Lender or its agents 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.

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

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period than 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

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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 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.

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OAKBROOK TERRACE, IL 60181

1901 SOUTH MYERS ROAD, SUITE 300
MIDWEST MORTGAGE SERVICES, INC.
This instrument was prepared by: JENNIFER PORTER
AND RETURN TO: MIDWEST MORTGAGE SERVICES, INC.

My Commission Expires 04/14/99
Notary Public, State of Illinois
Mark W. Nielson

"OFFICIAL SEAL"

Notary Public

4/14/99

My Commission Expires: 4/14/99

Given under my hand and official seal, this day of OCT 1995
signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

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

and wife

a Notary Public in and for said county and state do hereby certify that
SABYASACHI MUKHERJEE AND MINATI MUKHERJEE, MARRIED

the undersigned

STATE OF ILLINOIS, Cook

County of

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

MINATI MUKHERJEE

Mark W. Nielson

(Seal)
Borrower

SABYASACHI MUKHERJEE

Mark W. Nielson

Witnesses:

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.

- V.A. Rider
- Balloon Rider
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Others (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

(Check applicable boxes)

24. Riders to this Security Instrument. If one or more riders are executed by borrower and recorded together with this Security Instrument, the provisions 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.

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.

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