

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
WESTWIND MORTGAGE BANCORP, INC.  
5100 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656

DEPT-01 RECORDING \$33.50  
T00001 TRAN 8394 06/09/95 08:29:00  
#0062 AF \*-95-374410  
COOK COUNTY RECORDER

95374410

Prepared by:  
KITTY KOLESKE  
HARWOOD HEIGHTS, IL 60656

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 1, 1995. The mortgagor is JALALUDDIN ANSARI AND SHAHEEDUN ANSARI, HUSBAND AND WIFE, AND AFZAL ANSARI, A SINGLE MAN ("Borrower"). This Security Instrument is given to WESTWIND MORTGAGE BANCORP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 5100 NORTH HARLEM AVENUE, HARWOOD HEIGHTS, ILLINOIS 60656 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND AND 00/100

Dollars (U.S. \$ 102,000.00).

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 JUNE 1, 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 COOK County, Illinois:

SEE ATTACHED RIDER.

10-20-223-022-0000  
VOLUME 118

which has the address of 5740 NORTH LINCOLN AVENUE, MORTON GROVE Street, City, Illinois 60053

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -6R(IL) (84081) VMP MORTGAGE FORMS - 18001521-7231

Page 1 of 6

Initials: J.A.

DPS 1089

A.A SA

33.57

# UNOFFICIAL COPY

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien to be, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender shortening the lien to the period of time in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien.

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions 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 paragraph 2;

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

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

Funds held by Lender in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any unpaid payment in full of the amount necessary to pay all sums secured by this Security instrument.

Unless otherwise provided, at Lender's sole discretion,

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three days after the funds are disbursed to pay the deficiency. Borrower may so notify Borrower in writing, and, in such case Borrower shall not sufficient to pay the Escrow items when due, Lender shall agree to sell the Property, and, the amount of the funds held by Lender in any for the excess Funds in accordance with the requirements of applicable law.

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

deficit to the funds was made. The funds are pledged as additional security for all sums secured by this Security instrument.

which is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall give to Lender a charge, however, that Lender shall be paid on the funds and Lender shall give to Borrower,

Borrower and Lender may agree in writing, however, that Lender shall be required to pay Borrower any interest or earnings on the funds applicable law requires interest to be paid, Lender shall not be required to pay Borrower unless an agreement is made of

used by Lender in connection with this loan, unless applicable law provides otherwise. Lender is not liable for any reporting service a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

utilizing the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such Escrow items. Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or maintaining Lender, if Lender is such in intention) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the (including Lender, if Lender is such in intention) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the

The funds shall be held in an escrow account whose depositors are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

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

1974 as amended from time to time, 12 U.S.C., Section 2601 et seq., "RESPA"), unless another law applies to the funds related mortgage loan and any escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loans, it may require Lender to pay premiums. These items are called "Escrow items."

the provisions of paragraph 8, in lieu of the payment of mortgagor insurance premiums, it may, and (f) any sums payable by Borrower to Lender, in accordance with (d) yearly flood insurance premiums, or ground rents on the property, if any; (e) yearly mortgage insurance premiums, it may; and (f) any sums payable by Borrower to Lender, in accordance with (b) yearly leasehold premiums, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may affect this Security instrument as a sum ("Funds") for (a) yearly taxes and assessments which may affect the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due the Note, unless the Note is paid in full, a written waiver by Lender, Borrower shall pay to

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

principals 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:

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.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants of record.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower warrants

great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that all of the foregoing is referred to in this Security instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

instrument. All improvements now or hereafter erected on the property, and all easements, appurtenances, and

# UNOFFICIAL COPY

2567223

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 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 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 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.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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

ORIGINATOR

4454

# UNOFFICIAL COPY

Form 3014 9/90 Initials: DA  
DPS 1991

Page 2 of 9

WMP-6R(1) 1990

more of the actions set forth above within 10 days of the giving of notice, Borrower shall satisfy the lien of like title or this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall pay the premium required to mortgage insurance coverage required by Lender lapses of causes to be in effect, Borrower shall pay the premium required to insure 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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

3. **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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

4. **Altermage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Lender under this paragraph 7 shall become additional debt of Borrower requested date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower payment of security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date security instrument disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this payment.

5. **Altermage Insurance.** If Lender under this paragraph 7 shall bear interest from the date security instrument disbursed by Lender does not have to do so.

6. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in the Note and agrees to the merger unless Lender agrees to the merger in writing, leasedhold and the fee title shall not affect the provisions of the Property, the lessee, if Borrower is on a leasehold, Borrower shall comply with all the provisions of the lease. If this Security instrument is on a to, representations concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument is on a to provide Lender with any material information with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's application process, gave materially false or inaccurate information or statements to Lender (or related Borrower, during the loan application process, by Lender's security interest, Borrower shall also be in default if information of the loan created by this Security instrument or Lender's security interest, Borrower shall be dismissed with a finding that, in Lender's good faith determination, provides for either of the following to be dismissed with a finding that otherwise materially impairs the lien created by this Security instrument or Lender's security interest, Borrower may property or otherwise void or terminable, whether void or terminable, is begun that is Lender's good faith judgment could result in forfeiture of the property to determine, whether void or terminable, or committs a tortious or criminal act in or about the property, allow the Property to deteriorate, or commits a tortious or criminal act in or about the property, damage or injury to Lender's property prior to the acquisition, unless Lender otherwise agrees in writing, any application of proceeds to Lender's control, Borrower shall be in default if any tortious or criminal act in or about the property creates a reasonable apprehension of imminent, imminent and shall continue to occupy the Property as Borrower's principal residence for at least one year after this Security instrument and shall notify as Borrower's principal residence within sixty days after the execution of the Security instrument, and use the Property to deteriorate, or commits a tortious or criminal act in or about the property, damage or injury to Lender's property prior to the acquisition, unless Lender otherwise agrees in writing, any application of proceeds to Lender's control, Borrower shall not dismiss the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall not dismiss the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless the date of occupancy prior to the acquisition.

7. **Protection of Lender's Rights in the Property.** Borrower shall be in default if any tortious or criminal act in or about the property creates a reasonable apprehension of imminent, imminent and shall continue to occupy the Property as Borrower's principal residence for at least one year after this Security instrument and shall notify as Borrower's principal residence within sixty days after the execution of the Security instrument, and use the Property to deteriorate, or commits a tortious or criminal act in or about the property, damage or injury to Lender's property prior to the acquisition, unless Lender otherwise agrees in writing, any application of proceeds to Lender's control, Borrower shall not dismiss the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall not dismiss the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless the date of occupancy prior to the acquisition.

8. **Occupancy, Preservation, Affidavit and Protection of the Property; Borrower's Loan Application; Leaseholds, Unlawfully Prior to the Acquisition.** Borrower shall occupy, establish, and use the Property to deteriorate, or commits a tortious or criminal act in or about the property creates a reasonable apprehension of imminent, imminent and shall continue to occupy the Property as Borrower's principal residence for at least one year after this Security instrument and shall notify as Borrower's principal residence within sixty days after the execution of the Security instrument, and use the Property to deteriorate, or commits a tortious or criminal act in or about the property, damage or injury to Lender's property prior to the acquisition.

9. **Occupancy, Preservation, Affidavit and Protection of the Property; Borrower's Loan Application; Leaseholds, Unlawfully Prior to the Acquisition.** Lender and Borrower otherwise agree in writing, any application of proceeds to Lender's control, Borrower shall not dismiss the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after this Security instrument and shall notify as Borrower's principal residence within sixty days after the execution of the Security instrument, and use the Property to deteriorate, or commits a tortious or criminal act in or about the property, damage or injury to Lender's property prior to the acquisition.

10. **Occupancy, Preservation, Affidavit and Protection of the Property; Borrower's Loan Application; Leaseholds, Unlawfully Prior to the Acquisition.** 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 the insurance carrier and Lender paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to Lender all receipts of Lender may make proof of loss if not made promptly by Borrower.

11. **Occupancy, Preservation, Affidavit and Protection of the Property; Borrower's Loan Application; Leaseholds, Unlawfully Prior to the Acquisition.** 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 the insurance carrier and Lender paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to Lender all receipts of Lender may make proof of loss if not made promptly by Borrower.

12. **Occupancy, Preservation, Affidavit and Protection of the Property; Borrower's Loan Application; Leaseholds, Unlawfully Prior to the Acquisition.** 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 the insurance carrier and Lender paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to Lender all receipts of Lender may make proof of loss if not made promptly by Borrower.

# UNOFFICIAL COPY

3567223

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 Borrower or Lender when provided in this paragraph.

**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.

**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

the acceleration is otherwise provided for in this paragraph). The notice shall state the nature of the breach and the time within which Borrower must cure the breach. If Borrower fails to cure the breach within the time specified, Lender may accelerate the note and commence suit to foreclose on the property. DPS 1093

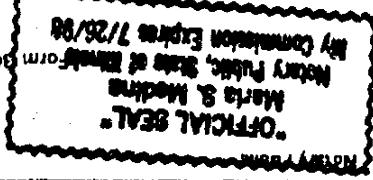
# UNOFFICIAL COPY

DTS 1094

9/90

DTS 6-13

9/90



My Commission Expires  
July 26, 1988  
Marta S. Madrigal  
Notary Public, State of Illinois  
"OFFICIAL SEAL"

Given under my hand and official seal, this day of July 1995  
Signed and delivered the said instrument as THIRTY 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)

My Commission Expires

95374410

AND AFZAL ANSARI, A SINGLE MAN  
JALALUDDIN ANSARI AND SHAHEEDUN ANSARI, HUSBAND AND WIFE  
a Notary Public in and for said county and state do hereby certify  
that JALALUDDIN ANSARI AND SHAHEEDUN ANSARI, HUSBAND AND WIFE  
County ss:

STATE OF ILLINOIS, COOK COUNTY

Borrower  
(Seal)

AFZAL ANSARI  
Borrower  
(Seal)

Borrower  
(Seal)

SHAHEDUN ANSARI

Borrower  
(Seal)

JALALUDDIN ANSARI

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 contained in this Security Instrument as to the rider(s) were a part of this Security Instrument.  
 Admissible Rate Rider       Conditional Rider       Graduated Payment Rider  
 Adjustable Rate Rider       Planed Unit Development Rider       Biweekly Payment Rider  
 Biweekly Rider       Rate Impovement Rider       Second Home Rider  
 Other(s) [Specify]       Legal Description Rider       V.A. Rider  
 Balloon Rider       *[Signature]*

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
 26. 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 recording costs.

27. Waiver of attorney fees and costs of suit. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph if proceedings by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on the date specified in the notice, Lender, at its option, may assert in the foreclosure proceeding the former Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further serve to cure the default on or before the date specified in the notice may result in acceleration of the sums due, but failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and application law provides otherwise). The notice shall specify: (a) the date required to cure the default;

3867223

# UNOFFICIAL COPY

PARCEL 1: LOT 86 (EXCEPT THAT PART OF LOT 86 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 86 SAID POINT BEING 17 FEET NORtheASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 86; THENCE SOUTHEASTERLY ALONG SAID LINE TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 86 SAID POINT BEING 20 FEET NORtheASTERLY OF THE SOUTHEASTERLY CORNER OF LOT 86  
AFORESAID);

PARCEL 2: LOT 87 (EXCEPT THAT PART OF LOT 87 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 87 SAID POINT BEING 20 FEET NORtheASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 87; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 87 SAID POINT BEING 23 FEET NORtheASTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 87 AFORESAID); BOTH OF THE ABOVE IN LINCOLN AVENUE CENTRAL AND MAIN STREET "L" SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF LOTS 86 AND 87 IN LINCOLN AVENUE CENTRAL AND MAIN STREET "L" SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF LOT 86 AFORESAID SAID POINT BEING 17 FEET NORtheASTERLY OF THE SOUTHWESTERLY CORNER THEREOF; THENCE SOUTHEASTERLY TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 86 SAID POINT BEING 20 FEET NORtheASTERLY OF THE SOUTHEASTERLY LINE OF LOT 87 SAID POINT BEING 23 FEET NORtheASTERLY OF THE SOUTHEASTERLY CORNER THEREOF; ALL IN COOK COUNTY, ILLINOIS.

05374410

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

00000000000000000000000000000000