

# UNOFFICIAL COPY

96887645

DEPT-01 RECORDING \$35.00  
T#0001 TRAN 6874 11/21/96 11:25:00  
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COOK COUNTY RECORDER

Prepared by:  
AMERICAN NATIONAL MORTGAGE CORP.  
ARLINGTON HEIGHTS, IL 60005

## MORTGAGE

1196021

THIS MORTGAGE is made this 5TH day of NOVEMBER 1996, between the Mortgagor,

ALI RAZVI, SINGLE PERSON

(herein "Borrower"), and the Mortgagee,

existing under the laws of THE STATE OF ILLINOIS  
2101 SOUTH ARLINGTON HEIGHTS RD.-STE 185,  
ARLINGTON HEIGHTS, ILLINOIS 60005

, a corporation organized and  
, whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,000.00, which indebtedness is evidenced by Borrower's note dated NOVEMBER 5, 1996 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER 11, 2016;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK

State of Illinois:

LOT 28 IN THE SUBDIVISION OF LOTS 1 TO 16 INCLUSIVE, AND LOTS 24 TO 46 INCLUSIVE IN BLOCK 1 IN LEECH'S SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 20 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

20-08-215-012

VOLUME 418

which has the address of 5029 SOUTH MAY

Street

CHICAGO

CITY

Illinois 60609

ZIP Code (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-76(IL) (6502)

Form 3814

Intraline: *H. L.*  
Page : 0/6

VMP MORTGAGE FORMS - (800)621-7291

DPS 2521

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such insurance and/or such previous premiums as Creditor may require.

5. **Hazard 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 such other hazards as Lender may require and in

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement over this Mortgage, and shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground coverments to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions which are payable by Borrower under this Mortgage.

3. Application of Pyramids. Unless applicable otherwise, all payments received by Lender under Note and paragraphs 1 and 2 hereof shall be applied first in payment of amounts payable to Lender by Borrower under Note to him to interest payable on the Note. And then to the principal of the Note.

no longer than immediately prior to the sale of the Property or its Acquisition by Lennder, any Funds held by Lennder at the time of publication as a credit against the sums secured by this Mortgage.

any amount necessary to make up the deficiency in one or more payments as Lender may require.

not he sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender

If the amount of the Funds held by Leander, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, shall exceed the amount of the Funds held by Leander, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly satisfied or paid over to the trustee in payment of the amounts due under the Deed of Trust.

Funds had the purpose for which each debt to the funds was made. The funds are pledged as security for the sum

11. Borrower pays to Lender, the Funds shall be held in an institution the depositories of which are insurance companies, or guaranteed by a federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying said funds, analyzing said account of value, using and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and Lender shall give to Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without accounting of the Funds showing credits and debits to the Funds, such interest as is due to Lender, without charge, an annual accounting of the Funds showing credits and debits to the Funds.

Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

2. Funds for taxes and insurance, subject to applicable law or a written waiver by Lender, Borrower shall pay on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developments, if any) which may attain priority over this Mortgage and planned units, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and premiums, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and premiums.

1. Payment of telephone and telegraph bills promptly, by whom ever made the principal and interest indebtedness is incurred by the Note and late charges as provided in the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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

Borrower coveneants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant or convey the Property, and that the Property is unencumbered, except for encumbrances of record.

for example, loge-hotel with said property (or the leasehold estate if this Mortgagor is on a lessee-hold) are hereinafter referred to as "Property".

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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DPS 2524  
Form 3814

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14. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the property.
16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage.
17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to accelerate, absolve, or discharge the debt.
18. Borrower's Breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontined at any time prior to entry of a judgment enjoining this Mortgage; if: (a) Borrower pays Lender all sums which would be then due under this Note had no acceleration occurred; (b) Borrower cures all breaches of any other agreements or arrangements secured by this Note; and (c) Borrower complies in full force and effect as if no acceleration had occurred.
19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Lender hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 1, heretofore or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

ALI RAZVI

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

STATE OF ILLINOIS,

I, the undersigned,  
a Notary Public in and for said county and state do hereby certify that  
ALI RAZVI, SINGLE PERSON

Cook

County ss:

, 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  HE /  SHE  
signed and delivered the said instrument as  HIS /  HER free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 5TH day of NOVEMBER 1996.

Notary Public



My Commission Expires:

9688745

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Property of Cook County Clerk's Office

96897645  
2023-07-24

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5TH day of NOVEMBER , 1996 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

AMERICAN NATIONAL MORTGAGE CORP.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:  
5029 SOUTH MAY, CHICAGO, ILLINOIS 60609

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

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Borrower  (Seal)	Borrower  (Seal)	Borrower  ALI RAZV  <i>Ali Razvi</i>	Borrower  (Seal)
------------------------	------------------------	--	------------------------

Family Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this L-A  
remedies permitted by the Security Instrument.

1. CROSS-DEFALUT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a "breach under the Security Instrument and Lender may invoke any of the

Leases or agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidity of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has, or will execute any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property without any showing as to the inadequacy of the Property as security.  
Borrower shall be entitled to collect the costs of taking control of and managing the Rents and collect the Rents and receive a receipt for only those Rents actually received; and (v) Lender shall be entitled to have a receiver be liable to account for any sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for insurance premiums, taxes, receivers' fees, premiums on receivers' bonds, repair and maintenance costs, assessments and other charges on the Property, and then to the Lender, unless applicable law provides otherwise, all Rents collected by Lender or Lender's written demand to the tenant; (vi) unless applicable law provides otherwise, all Rents upon Lender's written demand of the Property shall pay all Rents due and unpaid to Lender or Lender's agents that each Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each Lender shall be entitled to collect and receive all of the Rents secured by the Security Instrument; Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Lender for the benefit of Lender only, to be applied to the sums secured by the Security Instrument;

the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment, and not an assignment for additional security only.  
Lender shall have the right to modify, extend or terminate the existing leases and (ii) Lender has given notice to the tenant(s) that default pursuant to paragraph 21 of the Security Instrument and (iii) Lender has given notice to the tenant(s) that Lender's agents shall receive the Rents due and payable to Lender or Lender's agents that each tenant of the Property shall pay the Rents to Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents that each tenant of the Property shall pay the Rents to Lender or Lender's agents that each tenant of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

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## DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 5TH day of NOVEMBER, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN NATIONAL MORTGAGE CORP. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

5029 SOUTH MAY, CHICAGO, ILLINOIS 60609  
(Property Address)

Amended Covenant: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. 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. 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

  
Borrower ALI RAZVI

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

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