

UNOFFICIAL COPY

96003779

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AFTER RECORDING MAIL TO:

BOX 370

Beverly Bank
Loan Service Center
417 S. Water Street
Wilmington, IL 60481

DEPT-01 RECORDING \$35.00
T#0009 TRAN D441 01/03/96 12:10:00
#0603 \$ RH *-P6-003779
COOK COUNTY RECORDER

LN# 50074416

[Space Above This Line For Recording Data] *35.00*

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 8, 1995. The mortgagor is MOHAMMAD AHMAD and KIFQA AHMAD, Husband and Wife

("Borrower"). This Security instrument is given to First National Bank of Wilmington, which is organized and existing under the laws of the United States of America, and whose address is 417 South Water Street, Wilmington, IL 60481 ("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Five Thousand Dollars and no/100 (U.S. \$ 155,000.00). 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 January 1, 2026. 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 hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 7 IN MAPLE LEAF ESTATES SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 23-01-403-008

008 (7A)

L.A.

which has the address of

Illinois 60455 [ZIP CODE]

9212 S. THOMAS
[STREET]

(Property Address);

BRIDGEVIEW
[CITY]

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ОГЕ ход

If the Funds held by Lentner exceed the amounts permitted to be held by application law, Lentner shall account to Borrower for the excesses Funds in accordance with the requirements of applicable law. Lentner shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lentner's sole discretion.

The Funds shall be held in an institution which is measured by a federal agency, instrumentality, or entity (including Lender), a Lender is entitled to an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items Lender may not charge Borrower for holding and applying the Funds, usually назначившие the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits, or verifying the Escrow Items, unless Lender pays Borrower to pay the Funds and applicable law permits, or verifying the Escrow Items, unless Lender pays Borrower to pay the Funds and applicable law permits, or verifying the Escrow Items, unless Lender may require Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent audit reporting services used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, showing credits and debts to the Funds and the purpose of which each debt to account holding of the Funds, shall give to Borrower, without charge, an annual statement of the Funds, showing credits and debts to the Funds and the purpose of which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by the Security instrument.

2. Funds for Taxes and Instruments. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") less (a) Yearly taxes and assessments which may attach prior to or during the second year hereof to property, fixtures, personalty, and (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly insurance premiums; (d) yearly food, laundry, heat, light, water and other expenses of maintaining a home on the property; (e) yearly maintenance of instruments of the property; (f) any amounts paid by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of money required for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided in the Note or otherwise in accordance with applicable law or otherwise agreed by the parties.

"...For the sake of memory and immortality; propagating and Lest Charge. Borrower shall promptly pay when due and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

(N) HOMIN COVENANTS, BONOMY AND LENDER COVENANTS AND AGREES AS FOLLOWS:

This document is the property of [REDACTED] company. It may not be reproduced without written permission from [REDACTED] company.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THESE WILL BE THE IMPROVEMENTS NOW OR HEREAFTER ERACED ON THE PROPERTY, AND ALL ADDITIONS, SUPPORTURES, AND FEATURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REDEMPTIONS AND ADDITIONS SHALL ALSO BE CONSIDERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS "PROPERTY".

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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.

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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, 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 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends 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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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.

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Cards for the inspection

8. Inspection. Leader or his agent may make reasonable notice at the time of or prior to an inspection especially if the property. Leader or his agent may make reasonable notice at the time of or prior to an inspection especially if the

a. Mortgage instruments. If Lender required mortgagee's signature as a condition of making the loan secured by the Security instrument, Borrower shall pay the premiums required to maintain the mortgage instrument in effect if, for any reason, the mortgagee requires payment required by Lender unless or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage subsequently acquired to the cost of such liability equivalent to the cost to Borrower of the mortgage instrument previously in effect, from an ultimate mortgagee holder approved by Lender; if subsequently acquired mortgagee holder shall pay to Lender, each month a sum equal to one-twelfth of the yearly mortgage balance held by Lender, plus interest thereon, plus premium being paid by Lender which is sum equal to one-twelfth of the yearly mortgage balance held by Borrower when the same coversage is provided or caused to be in effect. Lender will accept, less and retain these payments as a loss reserve in lieu of mortgage balances. Loss reserve payable monthly, may no longer be required, at the option of Lender, if mortgagee maintains coverage in the amount provided by Lender (as determined by Lender) provided by an insurer approved by Lender against losses in effect, or to provide a loss reserve, until the requirement for mortgagee's signature ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts debited by Landor under this Paragraph 7 shall become additional debt of Borrower secured by the Security Instrument unless Bon or Landor agrees to other terms of payment, these amounts shall bear interest at the date of disbursement until it the Note rate and shall be payable, with interest, upon notice from Landor to Borrower requiring payment of same.

7. Protection of Land & Property. 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 any rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture of to enforce laws of replevin), then Lender may do and pay for whatever is necessary to protect the value of the Property (such as attorney's fees and attorney's expenses) over the Security Interest, appearing in court, paying any sums accrued by a Lien which the Property is subject to make repairs. Although Lender may take action under the Paragraph 7, Lender does not have to do so.

8. Documentation, Preparation, Implementation and Protection of the Property; Borrower's Loan Application; Lender's Duties; Borrower shall occupy, establish, and use the Property as Borrower's principal residence until such time as Borrower's principal residence is sold or otherwise disposed of by Borrower. Borrower shall execute all the documents and instruments of title to the Property in favor of Lender, and Lender shall record the same in the office of the登记官 (登記官) in the city where the Property is located. Borrower shall pay all taxes and other expenses relating to the Property, including the registration fees, recording fees, and any other fees or charges required by law or by the appropriate government authority. Borrower shall also pay all taxes and other expenses relating to the Property, including the registration fees, recording fees, and any other fees or charges required by law or by the appropriate government authority.

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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 sum 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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum 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 sum 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 sum secured by this Security Instrument whether or not the sum is 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 sum 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 sum 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 sum 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 their Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum 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 sum 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.

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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 of small quantities of Hazardous

18. **Sale of Note:** Changes of Loan Servicer. The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to a customer. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the loan servicer resulting in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be a change of the "Loan Servicer" and the address of the new loan servicer and the address to which payments should be made. The name and address of the new loan servicer and the address to which payments should be made. The mode of the change in accordance with paragraph 14 above and application form. The notice will state the mode of the change in accordance with paragraph 14 above and application form. The notice will state the mode of the change in accordance with paragraph 14 above and application form.

18. Borrower's Right to Release. If Lender meets certain conditions, Borrower shall have the right to have acceleration of the Secured Note at any time prior to the earlier of: (a) 5 days after a period of 30 days has passed since the date of a notice for repossession; or (b) entry of a judgment entitling Lender to any power of sale contained in this Security Instrument; or (c) payment of the principal amount due under the Security Instrument and the Note as if no acceleration had occurred; (d) curtailment of any other convenants or agreements; (e) payment of all expenses incurred in enforcing the Secured Note; or (f) curtailment of the Secured Note as if no acceleration had occurred.

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 which Borrower may 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.

16. **Power's Copy.** Borrower shall be given one conforming copy of the Note and of the Security Instruments.

15. **Governing Law; Governing Body.** The 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 is contrary to applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note except without the controlling provision.

14. **Notices.** Any notice to Borrower provided for in the Security Instrument shall be given by mailing it or by first class mail unless applicable law requires use of another method. The deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be addressed to the Property Address or any other address Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address set forth in the Security Instrument or any other address Lender designates by notice to Borrower. Any notice provided for in the Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in the paragraphs.

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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.

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

- | | | |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

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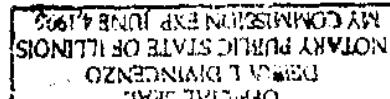
ILLINOIS-SINGLE FAMILY-FINMA/FHLIC UNIFORM INSTRUMENT
FORM 3014-8/90
ISCS/CMDL/0694/3014(0890)-L PAGE 8 OF 8

WILMINGTON, IL 60481

417 S. Water Street

Address: First National Bank of Wilmington

This instrument was prepared by: Peggy Stuck



My commission expires:

NOTARY PUBLIC

OFFICIAL SEAL

GIVEN under my hand and official seal, this 8th day of December, 1995.

see front.

I, the undersigned, a Notary Public in and for said country and state do hereby certify that
personality known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed and
delivered the said instrument as their free and voluntary act, for the uses and purposes therein
described, and that they executed the same with a true knowledge of its purport and consequence.

MOHAMMAD AHMAD and RIFQA AHMAD, Husband and wife

1. the undersigned, a Notary Public in and for said country and state do hereby certify that

Mohammad Ahmad and Rifqa Ahmad, Husband and wife

(Seal)

Mohammad Ahmad

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

9600377-9

RIFQA AHMAD

Borrower
(Seal)

through & of this Security Instrument and in any other(s) executed by Borrower and recorded with it
BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverages contained in page 1

Witnesses:

LN# 50014416