

# UNOFFICIAL COPY

Permanent Index Number: 108532582

Prepared by:  
Middleberg Riadic & Gianni  
2323 Bryan Street  
Suite 1600  
Dallas, Texas 75201

• DEPT-01 RECORDING \$33.50  
• T80010 TRAN 3999 D2/06/96 12:14:00  
• #9377 & CJ #-96-097741  
COOK COUNTY RECORDER

36097741

Return to:  
ACCUBANC MORTGAGE CORPORATION  
P.O. BOX 809068  
DALLAS, TEXAS 75380-9068

[Space Above This Line For Recording Data]

Loan No: 08540799

Data ID: 355

Borrower: GEORGE THOTTAPURATHU

## MORTGAGE

33-5  
33-5

THIS MORTGAGE ("Security Instrument") is given on the 24th day of January, 1996.  
The mortgagor is GEORGE THOTTAPURATHU AND LIZY THOTTAPURATHU, HIS WIFE

("Borrower").

This Security Instrument is given to LINCOLNWOOD MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 6770 N. LINCOLN AVENUE, #104, LINCOLNWOOD, ILLINOIS 60646

("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED and NO/100----Dollars (U.S. \$ 117,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2011. 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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 3133 WEST CHASE,

Illinois

60645  
(Zip Code)

(Street)

CHICAGO,

(City)  
("Property Address");

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Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Lender may attach security over this Security Instrument, Lender may give Borrower a notice identifying the instrument to prevent the enforcement of the lien, or (c) securities from the holder of the lien an agreement to good faith the lien by, or demands against encroachment of the lien, in, legal proceedings which in the Lenders opinion aggrees in writing to the payee of the obligation secured by the lien in a manner acceptable to Lenders (b) constitutes in Borower shall provide any lien which has priority after this Security Instrument unless Borrower: (a) receives evidence concerning the payments to Lender.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to the person owed payment. Borrower shall promulgate notices of amounts pay them on time directly to the manner provided in paragraph 2, or if not paid in that manner, Borrower shall property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it any Borrower shall pay these obligations in the manner provided in paragraph 2, or if any amounts payable under paragraph 2, third, to interests 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 arising in applying of Payments. Unless applicable law provides otherwise, all payments received by Lender under

agreement the sums secured by this Security Instrument.

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 time of acquisition of sale as a credit

accrual of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit

under paragraph 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

the definition in no more than twelve months, at Lenders sole discretion.

If the Funds held by Lender exceed the amounts permitted by the applicable law, Lender shall account to

Borrower for the excess Funds in accordance with the requirements of applicable law.

If the Funds held by Lender exceed the amounts secured by this Security Instrument, Lender shall apply the

additional security for all sums secured by this Security Instrument.

Credits and debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up

by Lender at any time it not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and

by Lender to make such a charge. However, Lender may require to be paid, Lender shall not be required to

pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest to

payable. Unless an agreement is made or applicable law requires use by Lender in connection with this loan, unless applicable law provides

independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law

permits Lender to make such a charge. However, Lender may require to pay a one-time charge for an

escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the

to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the

including Lender, it Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in a facility owned by the Lender, or in any Federal Home Loan Bank. Lender shall apply the

applicable law.

basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with

and hold Funds in an amount, not to exceed the lesser amount. Lender may estimate the amount of Funds due on the

("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, call for

under the federal Regulation E, State Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq.

exceed the maximum amount a lender for a federally related mortgage loan may require for Borrowers escrow account

payments. These loans are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to

Borrowers to satisfy, in accordance with the provisions of paragraph 6, in lieu of the payment of mortgage insurance

Borrowers to hold insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by

yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f)

(g) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Funds"; for:

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

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

the principal 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

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with

encumbrances of record.

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

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record,

by this Security Instrument. 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 property, all appurtenances, and fixtures a part of the property. All replacement and additions shall also be covered

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

by this Security Instrument. 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 property, and all casements,

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or, unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments

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13. Governing Law: 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 clause of this Security instrument is held to be contrary to applicable law, such conflict shall not affect other provisions of this Security instrument or the Note except to the extent necessary to conform to such law.

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; or to the first class mail unless otherwise specified in this instrument. The notice shall be given by Borrower or Lender to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given by notice given by first class mail to Lender's address set forth in any other address Lender designates by notice given by first class mail to Lender; or to Lender when given as provided in this paragraph.

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

regard to the terms of this Security Instrument or the Note without the Borrower's consent.

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 exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 the sum 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 amounts of the proceeds multipled 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 in which the fair market value of the Property is less than the amount of the sums secured by this Security Instrument, whether or not the sum due, 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 sum due.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in respect of any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assented and shall be paid to [redacted]

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property

may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period (or earlier, if Lender approves) provided by Lender under requirements) is no longer required by Lender or Lender's insurer under applicable law.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014 9/90 (Page 6 of 6 pages)

My commission expires: \_\_\_\_\_  
My Commission Expires 06/23/98  
Notary Public: State of Illinois  
Patrick E. Hynes  
"OFFICIAL SEAL"  
Notary Public

GEORGE THOTTAPURATHU AND LIZY THOTTAPURATHU  
The foregoing instrument was acknowledged before me this 24th day of July, by

County of COOK  
State of ILLINOIS

[Space Below This Line for Acknowledgment]

Borrower  
.....(Seal)

Borrower  
.....(Seal)

LIZY THOTTAPURATHU-Borrower  
.....(Seal)

GEORGE THOTTAPURATHU-Borrower  
.....(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

- Instrument [Check applicable box(es)]  
 Adjustable Rate Rider     condominium Rider     1-4 Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider     Biweekly Payment Rider  
 Balloon Rider     Rate Improvement Rider     Second Home Rider  
 Other(s) [Specify]

Instrument the coverants and agreements of this Security instrument as if the rider(s) were a part of this Security  
with this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend  
and supplement the foregoing instrument. If one or more riders are executed by Borrower and recorded together  
24. Riders to this Security instrument, it will be incorporated into and recorded together  
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.  
22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

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## LEGAL DESCRIPTION

LOT 22 IN TIME BUILDERS, INCORPORATED, SHERWIN WOODS 1ST ADDITION, BEING A RESUBDIVISION OF LOT 3 IN PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 33 FEET TAKEN FOR STREET) ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1952 AS DOCUMENT 15388588 IN BOOK 402 OF PLATS, PAGE 24, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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11/16/96