

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP.  
1020 31ST STREET  
SUITE 300  
DOWNERS GROVE, IL  
60515

DEPT-01 RECORDING 631.00  
T90011 TRAM 7734 06/19/97 14:57:00  
#1827 # KP #-97-442120  
COOK COUNTY RECORDER

97442120

LOAN NO.3304476

BOX 392

97442120

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 12, 1997. The mortgagor is

RAOJI AND URMILA AMIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 22, 1992

(Borrower).

This Security Instrument is given to MIDWEST FUNDING CORPORATION  
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS  
address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515

and whose  
(Lender).

Borrower owes Lender the principal sum of Two Hundred Seven Thousand Two Hundred Dollars  
and no/100 Dollars (U.S. \$ 207,200.00).

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 July 1, 2027

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:

LOT 43 IN "PLAT OF RESUBDIVISION NO. 5 FOR A PORTION OF WINSTON GROVE  
SECTION 23B" BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 33 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ATTORNEYS' NATIONAL  
TITLE NETWORK, INC.

Tax I.D. #: 07-26-406-032  
which has the address of 1834 BALTIMORE DRIVE  
[Street]  
Illinois 60007 (Property Address):  
[Zip Code]

ELK GROVE VILLAGE  
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
appurtenances, and fixtures now or hereafter a part of the property. All replacements 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 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.

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**THIS SECURITY INSTRUMENT** contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

LOAN NO. 384478

## 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay

when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. 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, with the Note is paid in full, a sum

(Funds) for (a) yearly taxes and assessments which may attach to the Security Instrument as a lien on the Property; (b) yearly hazard payments or ground rents on the Property; (c) yearly hazard or

property insurance premiums; (d) yearly flood insurance premiums; (e) any; (f) yearly mortgage insurance premiums; (g) any; and (h) any sums payable by Borrower to Lender, in accordance with the provisions of

paragraph 8, in full 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 a lender is

permitted to collect under the Federal Real Estate

and Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of Funds due on the

date of default and reasonable estimates of expenditures of Escrow Items or otherwise in

connection with the loan.

The Funds shall be held in an institution whose deposits are insured by a federal agency, trust company,

or other lending institution (such as a trust company or a Federal Home Loan Bank) and shall

apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the

Funds, generally crediting the Escrow Items, unless Lender pays Borrower

interest on the Funds and applies the Funds to make such a charge. However, Lender may require

Borrower to pay a one-time charge or an independent real estate tax reporting service used by Lender in

connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable

law requires interest 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 shall be paid on the Funds. Lender

shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the

Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional

security for all sums secured by the Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall

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

amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender

may, so long as Borrower is in writing, and in such case Borrower shall pay to Lender the amount necessary to

make up the deficiency. Borrower shall make up the deficiency in (a) more than twelve monthly payments, at

Lender's sole discretion.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly release to

Borrower any Funds held by Lender. Lender shall acquire or sell the Property, Lender

or its assigns, shall promptly discharge any lien which has priority over the Security Instrument unless

stated that priority discharge any lien which has priority over the Security Instrument unless

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LOAN NO. 3304478

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 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 extraordinary 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 16, by causing the action or proceeding to be dismissed with a ruling on it, 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 attorney's 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 may no longer be required, at the option of Lender, if

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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 attorney's 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

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STATE OF ILLINOIS - PUBLIC WORKS DEPARTMENT  
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FORM 2014 8/90

OFFICIAL SEAL  
Any Escheat Returns  
Notary Public, State of Illinois  
My Commission Exp. 06/28/2020

This instrument was prepared by:  
THE ILLINOIS PUBLIC WORKS CORPORATION  
200 WEST STATE STREET  
SPRINGFIELD, ILLINOIS 62760

Notary Public  
*[Signature]*  
1997

I the undersigned, a Notary Public in and for Cook County and state of Illinois, do hereby certify that the within and last aforesaid instrument was subscribed to by the same party(ies) who(ose name)s subscribed to the form of a Security Instrument on this day in person, and acknowledged that they signed and executed the same and voluntary act, for the uses and purposes therein expressed. Given under my hand and official seal, this 22nd day of June, 1997.

COOK COUNTY PUBLIC WORKS DEPARTMENT  
TRUST AND TRUSTEE AGREEMENT  
AGREEMENT DATED OCTOBER 22, 1992

BY SIGNING THIS INSTRUMENT, I HEREBY ACCEPT AND AGREE TO THE TERMS AND COVENANTS CONTAINED IN THE SECURITY INSTRUMENT AND IN ANY RIDER ATTACHED BY BORROWER AND RECORDED WITH IT.

1-4 Family Rider  
 Blended Payment Rider  
 Second Home Rider  
 Condominium Rider  
 Rate Improvement Rider  
 Partial Unit Development Rider  
 Assessed Value Rider  
 Assessed Value Rider  
 Assessed Value Rider

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LOAN NO. 304178