

FUTURE ADVANCE DEED OF TRUST STATE OF MISSOURI

THIS DEED OF TRUST SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS GOVERNED BY THE PROVISIONS OF SECTION 443.055 RSMo.

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THIS DEED OF TRUST ("Security Instrument") is made on JULY 12, 1997 The grantor is MUSTANSAR L CHAUDHRY AND SHAHIDA K CHAUDHRY * AS JOINT TENANTS whose adress is 1309 ST CLAIRE PL SCHAUMBURG, IL 60173 *HUSBAND AND WIFE ("Borrower"). The trustee is J. S. SERVICES, INC. whose address is 14915 MANCHESTER RD/PO BOX 17 BALLWIN, MO ("Trustee"). 63022-0017 The beneficiary is JEFFERSON SAVINGS AND LOAN ASSOCIATION, F.A. which is organized and existing under the laws of STATE OF MISSOURI and whose address is 14557 MANCHESTER RD/PO BOX 17 BALLWIN, MO 63022-0017 ("Lender").

CONVEYANCE - Borrower, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt defined below, grants, bargains, sells, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in COOK County:

LOT 107 IN PARK ST CLAIRE UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, THE NORTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1991 AS DOCUMENT 2163720, IN COOK COUNTY, ILLINOIS.

PIN - 07-23-203-001

which has the address of 1309 ST CLAIRE PL SCHAUMBURG Missouri 60173 ("Property Address"); [Street] [City] [Zip Code]

Together with all improvements now or hereafter built on the property and all easement, appurtenances, and all 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."

WARRANTY OF TITLE - Borrower covenants that Borrower is lawfully seized of the estate here conveyed and has the right to mortgage, grant, bargain, sell, convey, and warrant 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.

MAXIMUM OBLIGATION LIMIT - Additional or future loans or advances are contemplated. However, nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. The total unpaid principal balance (exclusive of interest, attorneys' fees, paralegal fees, costs, and other legal expenses) secured by this Security Instrument at any one time shall not exceed a maximum amount of \$ 74,000.00. This limitation of amount does not apply to either advances made under the terms of this Security Instrument to protect Lender's security or to any future advances made or future obligations incurred under a construction loan instrument to enable completion of contemplated improvements.

SECURED DEBT DEFINED - Borrower's "Secured Debt," which is secured by this Security Instrument, means and includes the following:

- A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt executed by Borrower listed below and all extensions, renewals, modifications or substitutions;
B. All future advances or other future obligations under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument. No future advance or future obligation will be secured by this Security Instrument unless the promissory note, contract, guaranty or other evidence of indebtedness under which such future advance or future obligation is incurred shall state on its face that it is secured by, and identifies by date of execution, this Security Instrument.
C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument, plus interest at the highest rate in effect from time to time provided for in the promissory note(s), contract(s), guaranty(s), or other evidence of debt.
D. All other obligations Borrower owes to Lender, which now exist or may later arise, to the extent the taking of the Property as security for the obligation is not prohibited by law.

BOX 333-CTI

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Handwritten initials/signature

"E. Borrower's performance under the terms of any instrument evidencing a debt by Borrower to Lender and any security instrument securing, guaranteeing, or otherwise relating to the debt.

COVENANTS - Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal 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.** Unless otherwise provided in a separate agreement, Borrower will not be required to pay to Lender funds for taxes and insurance as escrow items.
- 3. Payments.** Borrower agrees to make all payments on the Secured Debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower, or for Borrower's benefit, will be applied as follows: First, to any amounts Borrower owes on the Secured Debt, exclusive of principal or interest; Second, to interest due; and Third, to principal. If partial prepayment of the debt occurs for any reason, it will not reduce or excuse any scheduled payment until the Secured Debt is paid in full.
- 4. Claims Against Title.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attach prior to the Security Instrument, and household payments or ground rents, if any. Unless otherwise provided in a separate agreement, Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.
- 5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter built 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 unreasonable. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and where applicable, "loss payee clause." Lender shall have the right to hold the policies and renewals. Upon loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.**
- 7. 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. The 30-day period will begin when the notice is given.**
- 8. Unless Lender and Borrower otherwise agree in paragraph 1 or change the amount of the payments. If the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument. Lender's written consent, Borrower will not make or permit any changes to any prior security interests. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.**
- 9. Inspection.** Lender or its agent may make reasonable checks, upon and inspections of the Property. Lender shall give Borrower notice at the time of or before an inspection specifying reasonable cause for the inspection.
- 10. Property.** Borrower shall not commit, permit, or suffer any waste, impairment, or deterioration of the Property and will keep the Property in good condition and make all repairs reasonably necessary. Unless Borrower first obtains Lender's written consent, Borrower agrees not to demolish or substantially alter the Property. Lender may take reasonable action to protect and preserve vacant or abandoned Property.
- 9. Authority of Lender to Perform for Borrower.** 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 that 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, Lender does not have to do so. Any amount paid by Lender to protect Lender's security interest shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
- 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 instead of condemnation, are hereby assigned and shall be paid to Lender.
- 11. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.**
- 12. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condonnor 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.**
- 13. Unless Lender and Borrower otherwise agree in writing, any application proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 or change the amount of such payments.**

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11. Assignment of Rents and Profits. Borrower assigns to Lender all rents and revenues of the Property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents for not more than one month in advance if Borrower is not in default. If Borrower defaults, Lender, Lender's agent or a court appointed receiver may take possession of and manage the Property and collect rents, including those past due. Any rents Lender collects shall be applied first to the costs of managing the Property, including court costs, attorney's fees, commissions to rental agents and all other necessary and related expenses. Any remaining sums will be applied toward payment of the Secured Debt as provided in paragraph 1.

12. Leaseholds, Condominiums, Planned Unit Developments. Borrower agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing. If the Property includes a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws or regulations of the condominium or planned unit development.

13. Default. If Borrower fails to make a payment when due or if the prospect of payment, performance, or realization on the property is significantly impaired, Borrower will be in default.

14. Notice of Default and Right to Cure. If required by law, Lender will send Borrower written notice of default and right to cure if the default is only because of the failure to make a payment and Lender intends to accelerate the due date of the Secured Debt or enforce any provision of this Security Instrument.

15. Acceleration. If Borrower is in default, Lender may, after providing notice and waiting a period of time if required by law, accelerate the due date of the Secured Debt and demand immediate payment and may invoke the power of sale and any other remedies in this Security Agreement or permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney's fees and costs of title evidence.

16. Power of Sale. If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

17. Waiver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.

18. 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 the "Due on Sale or Encumbrance" paragraph below. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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, "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, "Environmental Law" means federal laws and laws of the state of Missouri that relate to health, safety or environmental protection.

20. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

21. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of them, except as follows. The following events shall not cause the Secured Debt to be immediately due and payable: (a) the creation of a lien or other encumbrance subordinate to the Lender's security interest that does not relate to a transfer of rights of occupancy in the Property; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or operation of law on the death of a joint tenant by the entirety; (d) the granting of a leasehold interest of three years or less not containing an option to purchase; (e) a transfer to a relative resulting from the death of Borrower; (f) a transfer where the spouse or children of Borrower become the owner of the Property; (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the Property; (h) a transfer into an inter vivos trust in which Borrower is and remains a beneficiary and that does not relate to a transfer of rights of occupancy in the Property; (i) or any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 591 et. seq.).

22. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state of Missouri. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note that 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.

23. 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.

24. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee by an instrument recorded in the county in which this Security Instrument is recorded. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon the Trustee by this Security Instrument and by applicable law.

25. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions; Borrower, and every person claiming an interest in or possessing the Property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

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My term expires:

known, who, being by me duly sworn did say that s/he is the
of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association) by
authority of its board of directors (or trustees), and said
acknowledged said instrument to be the free act and deed of said corporation (or association),
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
and State aforesaid, the day and year first above written.

to me personally

STATE OF MISSOURI
On this _____ day of _____
ss: _____, before me appeared

Notary Public

My term expires:

person(s) described in and who executed the foregoing instrument, and acknowledged that
same as
free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
and State aforesaid, the day and year first above written.

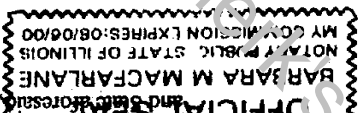
to me known to be the
executed the

STATE OF MISSOURI
On this _____ day of _____
ss: _____, before me personally appeared

Notary Public

STATE OF MISSOURI

My term expires: 7/1/00



the foregoing instrument, and acknowledge that
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
and State aforesaid, the day and year first above written.

to me known to be the person(s) described in and who executed
HUSBAND OF SHAHIDA K. CHAUDHRY
MUSTANSAR I CHAUDHRY

STATE OF MISSOURI
On this 12TH day of JULY 1997
ss: _____, before me personally appeared

[Space Below This Line For Acknowledgment And Recording Data]

Lender by: _____
(Only required in the City of St. Louis)
SHAHIDA K CHAUDHRY
Borrower

Trustee (Only required in the City of St. Louis)
MUSTANSAR I CHAUDHRY
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and covenants contained in this Security Instrument and recorded with it.

[Check applicable box(es)].
 Condominium Rider
 Fanned Unit Development Rider
 Other

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded 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 in this Security Instrument as if the rider(s) were a part of this instrument.

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STATE OF ILLINOIS

COUNTY of

SS:

On this 12 day of JULY, 1997, before me personally appeared SHAHIDA K. CHAUDHRY, WIFE OF MUSTANSAR L. CHAUDHRY.

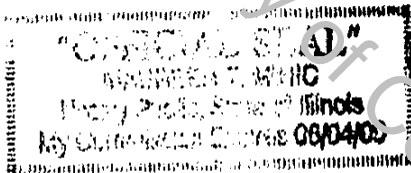
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year first above written.

My term expires:

Walter J. Mi

Notary Public



- DEPT-01 RECORDING \$29.00
- T40012 TRAN 6028 07/23/97 11:09:00
- \$2964 ÷ CG #-97-530819
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$26.00

Property of Cook County Clerk's Office

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