

# UNOFFICIAL COPY

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6913/0041 05 005 Page 1 of 7  
1998-05-05 10:44:35  
Cook County Recorder 33.50



Prepared by: SHELLEY WILLIAMS  
RECORD AND RETURN TO:  
CU/AMERICA FINANCIAL SERVICES, INC.  
1260 IROQUOIS DRIVE, SUITE 200  
NAPERVILLE, ILLINOIS 60563

COOK COUNTY  
RECORDER  
**JESSE WHITE**  
ROLLING MEADOWS

## MORTGAGE

Loan No. 74300900

THIS MORTGAGE ("Security Instrument") is given on April 28, 1998 . The mortgagor is  
SIVA KUMAR MENON, MARRIED TO SHALINI NAYAR  
SKM

("Borrower"). This Security Instrument is given to JWM  
CU/AMERICA FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1260 IROQUOIS DRIVE, SUITE 200, NAPERVILLE, ILLINOIS 60563

("Lender"). Borrower owes Lender the principal sum of  
One Hundred Eleven Thousand Nine Hundred and  
no/100----- Dollars (U.S. \$ 111,900.00 ).

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 May 1, 2028

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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

PIN 16-16-107-057  
which has the address of 1405 N. HARLEM AVENUE, UNIT C  
Illinois 60302 [Zip Code] ("Property Address");  
ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90  
Amended 5/91  
CRIL (IL) 2602.01

OAK PARK

(Street, City)



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11 Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing use payments.

which may attain priority before such party in law, and lessor, to any lessees, assessors, lessees, lessor, to whom amounts so paid under this property, to interest due; fourth, to principal due; and last, to any late charges due under the same.

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 sum secured by twelve monthly payments, as Lender's sole discretion.

If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess held by Leader in accordance with the requirements of applicable law. If the Funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall pay to Lender the amount necessary to pay the Escrow items when due, Leader may so notify Borrower at any time in writing, and such notice shall make up the deficiency in no more than

Boilermakers and Shipfitters and their dependents may agree in writing, however, that interests shall be paid on the Funds showing credits and debits to the Fund, as additional security for all sums secured without charge, in annual accounts of the funds.

However, Lender may require Borrower to pay a one-time charge for an attorney's fees or legal expenses in connection with the collection of any amounts due under the Note.

The Funds of otherwise in accordance with applicable law.

1974 as amended from time to time, 12 U.S.C., Section 2001 et seq. ("CRA"), unless otherwise indicated, refers to the CRA as it existed prior to the enactment of the Gramm-Leach-Bliley Act.

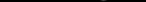
of ground rents on the Property, if any; (c) yearly mortgagage premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower's expenses".

2. Patients for whom there is no evidence of other diseases, and whose symptoms are due to the disease under review.

1. Payment of Principal and Interest: Premiums and Late Charges: Premiums and interest shall be paid monthly in advance by the Note holder and my beneficiary shall pay to the principal of said interest on the due date evidenced by the Note and my beneficiary shall pay to me a written waiver by letter, otherwise, however shall pay to

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all the fixtures now or hereafter erected in a part of the property. Security interests shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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.

**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

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14. Notice. Any notice to Bottower provided for in this Security Instrument shall be given by mailing it by first class mail or by facsimile or electronic mail to Bottower's address specified below notice to Lender. Any notice to Lender shall be given by first class mail or any other method of notice to Lender. The notice shall be directed to the Proprietary Address of any other address designated by notice to Lender. Any notice to Bottower shall be given by first class mail to

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 the permitted limit will be reduced to Borrower. Leader 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 participation, the reduction will be treated as a partial prepayment without any prepayment clause under the Note.

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 this paragraph 17.

13. Borrower's Covenants and Agreements of Lender and Borrower. The covenants and agreements of Lender and Borrower set forth in this Security Instrument shall be joint and several, subject to the provisions of this paragraph 17.

14. Security Instruments shall be governed by the laws of the State of New York without regard to the terms of this Security Instrument or the Note without due Borrower's consent.

postpones the due date of the monthly payments referred to in paragraph 1 and 2 or changes the amount of such payments.  
11. Borrower Not Released; Pretermittance By Lender Not a Waiver. Extinction of the right for payment or modification of amortization of the sums 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 liable to any successor in interest of Borrower for payment of the amounts secured by this Security Instrument granted by Lender to any successor in interest of Borrower if the sum of the amounts so secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest of the amounts so secured by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Secured by this Security Instrument, when or whenever payment of principal shall not exceed or  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
secured by this Security Instrument, whether or not due.

If application is submitted by user security interests will be registered or not the user's use will be taken into account.

In the event of a total taking of the Property, the Purchaser shall be entitled to the same received by this Security Instrument as shall be paid to Learner.

Borrower notice at the time of or prior to an injury, in specific reasonable cause for the inspection.

obtain coverage under a policy equivalent to the mortgage insurance previously in effect, it is a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgagor insurer approved by Lender.

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.

**15. Governing Law; Severability.** 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 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 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 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

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OSIS Plot Log

8.10.9.2020

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www.sandiegoreader.com

**OFFICIAL SEAL.**

My Commendation Excludes 6/28/98  
Comments - please, delete or ignore

Northgate Public Library

Subscribed to the foregoing instrument, appeared before me this day to be the same person(s) whom I know(s).  
Personally known to me to be the same person(s).

www.wixmlinit.net pub

that SIVA KONAR NENON, MARRIED  
I. THE UNDETERMINED

Jennings-  
(pos) —

Boncquet  
(See) —

—  
(105)

RECEIVED IN THE BUREAU OF THE CENSUS

Bartow  
(noe) —

Digitized by srujanika@gmail.com

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

<input type="checkbox"/> Admissible Rider	<input type="checkbox"/> Cadmium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Plated Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Order(s) [Specify]	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Ballroom Rider	<input type="checkbox"/> Grandparent Rider	<input type="checkbox"/> VA Rider
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24. Rider 1) the Security Instrument. If one or more riders are executed by Borrower and recorded together with this security instrument, if one or more riders are recorded by Seller(s) as if the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. **Release.** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the defect; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; and (d) the failure to cure the defect on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remitte after acceleration and sale of the Property. The notice shall further provide for reasonable attorney's fees and costs of suit incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of the litigation.

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION 3064907

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LOAN NO. 74300900

PARCEL ONE:

THE EAST 17.5 FEET OF THE WEST 89.42 FEET (EXCEPT THE SOUTH 56 FEET THEREOF) OF LOT 27 AND THE EAST 17.5 FEET OF THE WEST 89.42 FEET OF THE SOUTH 5.0 FEET OF LOT 26, ALL IN RESUBDIVISION OF LOTS 23 IN BLOCK 4 AND LOT 13 IN BLOCK 5 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL TWO:

THE NORTH 8.92 FEET OF THE SOUTH 80.76 FEET (EXCEPT THE WEST 127.5 FEET THEREOF) OF LOT 27 ALL IN THE RESUBDIVISION OF LOT 23 IN BLOCK 4 AND LOT 13 IN BLOCK 5 IN MILLS AND SONS HARLEM AND NORTH AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL THREE:

EASEMENTS SET FORTH IN DECLARATION OF EASEMENTS AND COVENANTS RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENTS 15418651 AND 15445801. CONVEYANCE IS SUBJECT TO THE EASEMENTS AND AGREEMENTS RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCEL

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