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FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Ghanshyam N. Patel
Jayshree G. Patel

DATE OF SEARCH:

799639

55 AUG 15 PM 2:11
FBI - CHICAGO
LABORATORY
EXAMINER

RESULT OF SEARCH:

No one
None

FBI - CHICAGO
EXAMINER

Customer # _____
Trans. Memo _____ Filing Date 8-15-90

CH. # 1482532 L.F. Date _____

Grantor Ghanshyam N. Patel

S.S.N. _____
Grantor Jayshree G. Patel

INTER. S.S.N. _____

Grantee _____

S.S.# _____

Grantee _____

S.S.N. _____

RIN# 09-13-314-015 Tax# 120825-87

Fed Lien Search 799639 exp

Title Officer Rick White

Title Company Land Title

Trust Dept. Survey Dept.
Approval _____ Approval _____

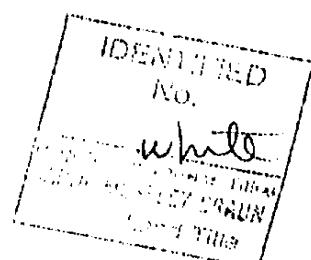
Refused _____

RESULT Type of Document Number

Memo _____

Total No. Docs. 1

Logged Microfilm



Card File TL-205546-62
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 9**
1990 The mortgagor is **GHANSHYAM N. PATEL AND JAYSHREE G. PATEL, HIS WIFE**

("Borrower"). This Security Instrument is given to **FIRST COOK BANK FOR SAVINGS, FSB**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is
2720 DEVON AVENUE
CHICAGO, ILLINOIS 60659

("Lender").

Borrower owes Lender the principal sum of
NINETY FIVE THOUSAND AND NO/100

Dollars (U.S.) **95,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2020**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 42 IN ROBBIN'S MEADOW LANE UNIT NUMBER 5, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 40 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 8, 1956 AS DOCUMENT NUMBER 1706466, IN COOK COUNTY, ILLINOIS.

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which has the address of **7702 CHURCHILL**
(Street)

MORTON GROVE
(City)

Illinois **60053**
(Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock 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."

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.

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

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

6F(IL) 0900

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Form 3014 12/83
Amended 5/87

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the 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.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release (a) the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey 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.

12. 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make a 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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. 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.

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 my 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 had no acceleration 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 paragraphs 13 or 17.

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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.

7. Protection of Lender's Rights in the Property: Borrower shall take all reasonable steps to protect the property from damage or loss. If the property is damaged or destroyed, Borrower shall repair it at his own expense. If the property is sold or disposed of, Borrower shall pay the amount received by the sale to the Lender.

6. **Perpetration and Abandonment of Property; Resale.** Borrower shall not destroy, damage or abscondingly change the property, allow the provisions of the lease to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall not destroy, damage or abscondingly change the property unless Lender agrees to the necessity in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prepayments, or postpones the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 1 of the mortgage, any application of proceeds to prepayments shall prior to the acquisition of the units secured by this Security instrument change to the Property prior to the acquisition.

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 receives from the debtor any notice of paid premium, late payment or non-payment of taxes, or other amounts due under the terms of the note.

5. Hazarded furniture, decorative shall keep the improvements now existing or hereafter created on the property required to insure within the term "average" and any other hazards for which leasehold may be unreasonably withheld.

Borrower shall pay monthly discharge any fees which this Security instrument unless otherwise: (a) agrees in writing to the payment of the obligation incurred by the lessee in a manner acceptable to Lender; (b) comects in good faith the lessee by, or defrauds either party to the lease in, legal proceedings which in the lender's opinion operate to Lender's detriment; or (c) declares bankruptcy or enters into a composition agreement with his creditors.

Under any circumstances necessary to make up the deficiency in one or more payments as required by law.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the accrued items, shall exceed the amount required to pay the accrued items when due, Borrower shall pay to Lender the amount of the Funds held by Lender to pay the accrued items, together with the future monthly payments of Funds payable prior to the due dates of the accrued items, plus interest thereon.

annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds

the right to pay Borrower any interest or earnings on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall give to Borrower, without charge, an amount equal to the sum of the principal balance outstanding and all accrued interest which would have been payable had the Fund been disbursed on the date of payment.

Under no circumstances will the Society require payment of any amount by a member or subscriber for any article or service published in the Society's publications.

for state income (including long-term care if Lender is such an institution), Lender shall apply the funds to pay the escrow items, unless otherwise directed by the Funds, and thereafter interest on the Funds and any other fees or charges for which the Funds are liable shall accrue as provided in the Agreement.

The funds shall be held in institutions the depositors or accountants of which are authorized by a federal government department, or reasonable substitutes of finance items.

7. **Funds for Taxes and Insurance**, subject to applicable law or to written waiver by Lender, is paid to Lender on the day monthly payments are due the Note under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue prior to or during the Note; (b) yearly depreciation payments or amounts on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage

1. **payment of principal and interest; Preparation 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.