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PREPARED BY: UNOFFICIAL COPY SKOKIE, IL 60077

RECORD AND RETURN TO:
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
10000 SKOKIE BOULEVARD
SKOKIE, ILLINOIS 60077
ATTENTION: EMMA GUILTY (Space Above This Line for Recording Data)

MORTGAGE

282615-1

THIS MORTGAGE ("Security Instrument") Is given on MARCH 25
The mortgagor is HEMANT S. SHAH AND
JAYASHREE H. SHAH, HUSBAND AND WIFE

. 1991

("Borrower"). In Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS , which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender").

Borrower owes Lender the Incipal sum of ONE HUNDRED TWELLE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 112,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Note); with provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2006 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all reverses, 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 deserted property located in COOK.

LOT 38 (EXCEPT THE SOUTH 21 FEFT THEREOF) AND ALL OF LOT 39 IN BLOCK 1 IN WESTMORELAND ADDITION TO F. ANSTON NUMBER 2 IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (N COOK COUNTY, ILLINOIS.

3952109

10-09-202-074-0000 10-09-202-034-0000

which has the address of 10026 LAMON AVENUE

(Street)

SKOKIE

Illinois

60077 (Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all elsements, 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 licetrument. All of the foregoing is referred to in this Security Instrument as the "Property."

SORROWER COVENANTS that Borrower is lawfully selsed 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.

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

ILLINOIS-Single Family-FNMA/FHLMC.UNIFORM INSTRUMENT

Borrower(s) initials: 458, 1845 _____ Page 1 of 4

Form 3014 12/83 DPS 420 Amended 5/87 2. FUNDS for TAXES and INCLINATE. Subject to applied blank or to a writest in large or a large to Lender on the day monthly payments are due under the foots, but the total is full, a sum (Funds) equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over the Security instrument; by yearly leasehold payments or ground rents on the Property, if any; (a) yearly heard insurance premiums, if any. These items are called "eserow items." Lender may difficult the Funds due on the basic of current data and reasonable estimates of future eserow items.

The Funds shall be held in an institution the deposits or associate of which are present or government or a tederal of state agency (including Lender if Lender is such an institution). Lender shall appear to the government of the period to government to

If the amount of the Funds held by Lender, together with the future monthly any state of Funds payable prior to the dustate of the escrow items, shall exceed the amount required to pay the escrows as monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when the Borrower shall pay to Lender any amount necessary on ake up the deficiency in one or more payments as resulted by Funds.

Upon payment in full of all sums secured by this Security Instrument, Lender and grouptly refund to Borrower see.

Upon payment in fell of all sums secured by this Security Instrument, Lender stall groupsty refuse to Borrower see Funds held by Lender. If under paragraph 19 the Property is sold or sequired by Lender, Lender shall apply, so later the immediately prior to the cole of the Property or its acquisition by Lender, any habite held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. APPLICATION of PAY ACUTS. Unless applicable law provides otherwise, at payments received by Londor under paragraphs 1 and 2 shall be applied first, to fate charges due under the Note; essent, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and tast, as principal due.

4. CHARGES: LIENS. Borrows shall not all seconds.

4. CHARGES: LIENS. Borrower shall pay all taxes, assessments, charges, files and impositions attributable to the Property which may attain priority over this ? scurity instrument, and leasancing payments or ground rents, if any. Corrower shall pay these obligation in the manner provided in paragraph 2, or if not past in the different Borrower shall pay them on time directly to the person owed payment. Form wer shall promptly furnish to Lender receipts under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which his priority over this Security in promote unters Borrower, is agreed in writing to the payment of the obligations secured to the lien in a manner people to be inder; the contests in good faith the lien by, or defends against enforcement of the lien to legal proceedings, which is the Lender's delated operate to prevent the enforcement of the lien or forfeiture of any pirt of the Property; of life change from the holder of the lien an agreement satisfactory to Lender subordinating the lien to be a purity instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the 2 county instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or large of the authors set forth above within 10 days of the giving of notice.

5. HAZARD INSURANCE: Borrower shall keep the improvements row existing at hereafter erected on the Property insured against loss by fire, hazards included within the term "extended covered" and any other hezards for which Lender requires insurance. This insurance shall be maintained in the amounts and the big periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Sorrower subject to Lender's approval additional and the unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall have the right to hold the policies and renewals. If Lender requires, flatter and promptly give the Lender at receipts of paid premiums and renewal notices. In the event of loss, flotters and Lender to the flatter and Lender. Lender may make proof of loss if not made promptly by flotters.

Unless Lender and Borrower otherwise agree in writing, inhurance promptly by herrower.

Unless Lender and Borrower otherwise agree in writing, inhurance proceeds and the applied of n storetion or repair is economically feasible and transfer seems of not lessened. If the restoration or repair is not economically feasible or Lender's security would be transfer as proceeds shall be applied to the sums secured by this Security Instrument, whether or not their additional that the indicate of a borrower. If Borrower abandons the Property, or does not answer within 30 days a notice trail thinker that the indicate the process to repair of restore the Property or to pay sums secured by this Security Instrument, whiching the them and. The 50-day puriod will begin when the notice is given.

Unless Lender and Sorrower otherwise agree in writing, any application of principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I all a littless the amount of the payments referred to in paragraphs I all a littless the amount of the payments if under paragraph 19 the Property is acquired by Lender; Sorrower's right to the fill be publicated prior to the acquisiton shall pass to Lender to the entire of the sums secured by this Sobietty Instrument immediately prior to the acquisition.

- 6: PRESERVATION and MAINTENANCE of PROPERTY LEASEHOLDS: Molecular shall not deatroy, damage or substantially change the Property, allow the Property to deteriorate or committ where will the Security Instrument to the substantially change the Property, the leasehold, Borrower shall comply with the provisions of the lease, and if Borrower sequires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the marger in additional sequires.
- 7. PROTECTION of LENDER'S RIGHTS in the PROPERTY Months to the second the second that the perform the covenants and agreements contained in this Security Instrument, or there is a build second that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce long 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 accurate by a long which has priority over this Security Instrument, appearing in court, paying reasonable attorneys rights and what the property is made replace. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Borrowerist Initials HUS TAS

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

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 settly a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is suit orized 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 an a corrower 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 AFTEASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time 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 or afte to release 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 BOUNT; JC INT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and hope fit 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 Propert; 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 Securit, tristrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any sigh loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suchs already collected from Borrower which exceeded 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.
- 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 of all 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 dorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when away 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.

HEMANT S. SHAH Services JAYASSING Provided Provi	enforcement of this Security instrument of	lis : ntin und at any tim	Art to the last the last	a days for such other period
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