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NOTE IDENTIFIED

4010543

73-25-054

930399

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 5, 1991
The mortgagor is Maria Mozayeni, divorced and not since remarried

("Borrower"). This Security Instrument is given to
Bank of Hillside which is organized and existing under the laws of the State of Illinois , and whose address is
P.O. Box 666, Hillside, Illinois 60162
("Lender"). Borrower owes Lender the principal sum of
Twenty Two Thousand Five Hundred and 00/100 Dollars (U.S. \$22,500.00). 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 November 5, 1996 . 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 12 IN BLOCK 2 IN VENDLEY AND COMPANY'S 3RD ADDITION TO HILLSIDE ACRES, BEING A SUBDIVISION OF THAT PART OF THE EAST 50 ACRES OF THE WEST 1/2 TO SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF RIGHT OF WAY OF AUROR, ELGIN AND CHICAGO ELECTRIC RAILROAD AND ALSO PART OF THE EAST 7 ACRES IN THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF BUTTERFIELD ROAD, IN COOK COUNTY, ILLINOIS.

P.I. #15-07-406-025-0000

which has the address of

Illinois

60162

[Zip Code]

536 Irving

[Street]

("Property Address");

Hillside

[City]

EFFECTIVE
Office

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Form 301A 9/90 (page 6 of 6 pages)

NOV 13 PM 3:29
1991

CAROL MOSLEY BRAUN
REPRESENTATIVE TITLES

My Commission Expires 2/28/95
Notary Public, State of Illinois
PATRICIA DAVIS
OFFICIAL SEAL

4010543
4010543

1991

day of

given under my hand and official seal, this

forth.

free and voluntary act for the uses and purposes herein set
and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
signed

, personally known to me to be the said person(s) whose name(s)

do hereby certify that

, a Notary Public in and for said county and state,

County ss:

STATE OF ILLINOIS.

Social Security Number _____

Borrower
(Seal)

Social Security Number _____

Borrower
(Seal)

329-36-6567

Merita Mozayen

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

Other(s) [Specify]

- Adjustable Payment Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with



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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 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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

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Borrower shall pay to the Noteholder any amount due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly hazard assessments which may affect the Note; and (b) yearly insurance premiums or premiums of record.

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 grants and conveys the Property to the Noteholder, except for encumbrances of record, mortgagee, grant and convey the Property is unencumbered, except for encumbrances of record, and will defend and warrant the title to the Property against all claims and demands, subject to any

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; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayable instrument 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

The Funds shall be held in an escutcheon where deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the funds to pay taxes or certain items. Lender may not charge Lender for holding and applying the funds, annually, unless applying the escrow account, or certifying the escrow items, unless Lender pays Borrower interest on the funds and applies to the Note the same amount of the escrow items as made available to Lender.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.

The Funds shall be held in an escutcheon where deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the funds to pay taxes or certain items. Lender may not charge Lender for holding and applying the funds, annually, unless applying the escrow account, or certifying the escrow items, unless Lender pays Borrower interest on the funds and applies to the Note the same amount of the escrow items as made available to Lender.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions whatsoever to the property which may affect this Security instrument, and leseshold payments of ground rents, if any. Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees

in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the property to the Noteholder; (c) conveys the property to the Noteholder or to a third party who has made arrangements with Lender to pay all taxes, assessments, charges, fines and impositions whatsoever to the property which may affect this Security instrument; (d) conveys the property to the Noteholder or to a third party who has made arrangements with Lender to pay all taxes, assessments, charges, fines and impositions whatsoever to the property which may affect this Security instrument; (e) conveys the property to the Noteholder or to a third party who has made arrangements with Lender to pay all taxes, assessments, charges, fines and impositions whatsoever to the property which may affect this Security instrument; or (f) conveys the property to the Noteholder or to a third party who has made arrangements with Lender to pay all taxes, assessments, charges, fines and impositions whatsoever to the property which may affect this Security instrument.

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 time periods set forth above within 10 days of the giving of notice.

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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 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 forfeit, 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 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 mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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State Lands - Land Mortgage Note and Security Instrument Note - Landowner's Acknowledgment 9-90 - Page 1 of 2 pages

and/or cancellation of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days after the period is
18. **Borrower's Right to Remodel.** If Borrower needs certain conditions, Borrower shall have the right to have
remedies permitted by this Security Instrument without further notice or demand on Borrower.

Securitly instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may make any
not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of
the date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of
without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by
it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person
17. Transfer of the Property or a Beneficial Interest. If all or any part of the Property or any interest in
16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security instrument.
deemed to be severable.

be given after without the conflicting provision. To this end the provisions of this Security instrument and the Note are
conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can
introduction in which the Property is located. In the event that any provision of this Security instrument or the Note
15. Governing Law; Severability. This Security instrument shall be governed by the laws of the
jurisdiction in which the Note is made, and the law of the
provision.

in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this
and to Lender's address as stated herein or any other address designated by notice to Borrower. Any notice provided for
address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class
mailing by first class mail unless otherwise specified below. The notice shall be directed to the Property
14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery of the Property
by first class mail or by delivery of the Note.
provided in the Note.

If a refund receives principal, the reduction will be treated as a partial prepayment without any
direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a
refund to the principal loan advanced to Lender and to any sums already collected from Borrower which exceed
the charge to the principal loan advanced to Lender and to any sums already collected from Lender necessary to reduce
with the loan advanced the principal loan, then to any such loan charges shall be reduced by the amount necessary to reduce
charges, and that law is finally interpreted so that the interests in and loan charges collected or to be collected in connection
consent.

of make any assignments with regard to the terms of this Security instrument or the Note without the Borrower's
several by this Security instrument and to agrees that Lender and any other Borrower may agree to extend, modify, transfer
Borrower's interest in the Property under the terms of this Security instrument, this is not personally obligatory to pay the sums
instrument but does not exceed the Note. It is also, among the Security instrument only to message. Credit and convey that
paragraph 17. Borrower's co-owners and successors shall be joint and several. Any Borrower who co-owns this Security
Security instrument shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of this
12. Successors and Assigns Bound Joint and Several Liability; Co-signers. The co-owners and agreements of this
consent.

borrower of provided the exercise of any right to remedy.
borrower's successors in interest. Any obligation by Lender in exercising any right or remedy shall not be a
obligation modify authorization of the sums secured by this Security instrument by reason of any demand made by the original
shall not be required to release the liability of the original Borrower or Lender to any successor in interest Lender
modification of agreement of the sums secured by this Security instrument granted by Lender to any successor in interest
11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.
T unless, as day and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed of
sums used by this Security instrument, whether or not then due.

I ended as authorized to collect and apply the proceeds, at its option, either to restoration of capital of the Property or to the
an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the note is given
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make
then due

otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are
secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law
permits in which the fair market value of the Property immediately before the taking is less than the amount of a partial taking of the
Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the
Property, to the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the
transaction, the sums secured by this Security instrument shall be reduced by the proceeds multiplied by the following
which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing,
in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security
instrument, whether or not the note due, with any excess, paid to Borrower. In the event of a partial taking of the Property in
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.

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