STEWART TITLE OF ILLINOIS NOFFICIAL COMPA 47004 2 NORTH LaSALLE STREET, SUITE 1920 OF 11

CHICAGO, IL 60602

@1994 Bankers Systems, Inc., St. Cloud, MN Form RE-MTG-IL 8/24/98

2001-11-07 15:31:21 Cook County Recorder 41.50

	This document was pre	pared by:				
	8028 S. HARLEM BRIDGEVIEW, IL.				0011	047004
/	When recorded, please UNITED TRUST BA 8028 S. HARLEM	NK		s er		
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	' C		MORTGA			
1	DATE AND PARTIES	Y	With Future Advar	ice Clause) rument) isOCTOBER17	7. 2001	and the
1.	parties, their addresses				······································	
	MORTGAGOR:	JACOUL HUSSIEN	•	A Single Pe	erson //	X1/
		2121 N C F FLAN	ND APT 12 1652		11-	
		CHICAGO, IL 60	1952			
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	LENDER:		94			
		TRUST BANK	'			
		. HARLEM AVENUE	0.			
	BRIDGE	VIEW, IL. 60455	-04	6		
			•	17,		
2.	secure the Secured Debi bargains, sells, conveys	t (defined below) and l , mortgages and warrar	Mortgagor's perform that to Lender the fol	eipt chá sufficiency of wh nance under this Security In lowing described property: TED HEREIN BY REFER	nstrument, Mort	
	SEE EXHIBIT	A. ALIACHED 10	AND INCORPORA	TED HEREIR ST REFER	ENCE.	
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	'		(County)	at	C	
	3929 82ND STREET	dress)	CHICAGO	(City)	., Illinois .306.	5.2 ZIP Code)
	rights ditches and water	er stock and all existin	g and future improv	ineral rights, oil and gas r vements, structures, fixture d above (all referred to as "	s, and replaceme	and riparian ents that may
3.	A. Debt incurred und below and all the suggested that you	er the terms of all pro- ir extensions, renewal include items such as	missory note(s), cor s. modifications or	red Debt" is defined as foll stract(s), guaranty(s) or othe substitutions. (When refer note amounts, interest rates,	er evidence of de encing the debt	s below it is
	Dated OCT	OBER 17, 2001	In The Amount			
		At A Variable Rain In The Name(s)		urity Date Of NOVER	MBER 01, 20:	16 .
	ILLINOIS - MORTGAGE (NOT E	OR FNMA, FHLMC, FHA OR V	'A USE)		$\cap \mathcal{V}$	(page 1 of 6)

July UNOFFICIAL COP

additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing. on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make though all or part may not yet be advanced. All future advances and other future obligations are secured as if made Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any

not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender. C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but

Instrument Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the

This Security Instrument vill not secure any other debt if Lender fails to give any required notice of the right of rescission.

the terms of the Secured Debt and this Security Instrument. 4. *PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with

document that created a prior security in: -cst or encumbrance on the Property, Mortgagor agrees: 5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

secured by the lien document without Lender's prior written consent. C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement

materials to maintain or improve the Property. to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign copies of all notices that such amounts are due and the receipts evidenting Mortgagor's payment. Mortgagor will defend rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender 6. CLAIMS AGAIUST TITLE. Mortgagor will pay all taxes, assecratering, liens, encumbrances, lease payments, ground

instrument is released. covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 501), as applicable. This immediately due and payable upon the creation of, or contract for the creation of, any lien, an ambrance, transfer or sale 7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire bling ce of the Secured Debt to be

and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or 8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition

Property. will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that

the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting

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the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 10. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifier Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

- 11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOP ZENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 12. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Deb. fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 13. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum

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(page 3 of 6)

in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
- 15. ENVIRONMENT I JAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means and toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance, or 'regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowled at in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the pormal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threaten a release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 17. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. 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 Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the 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.

(page 4 of 6

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor'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 Secured Debt immediately before the acquisition.

- 18. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds to t was and insurance in escrow.
- 19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 20. JOINT AND INDIVIDUAL LIABILITY; CC-S.GNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mongagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Leptic and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument. Time is of the essence in this Security Instrument.
- 22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.



(page 5 of 6)

not e	IMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall xceed \$.202,500.00
25. OTH	ER TERMS. If checked, the following are applicable to this Security Instrument:
470 _	under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants ined in this Security Instrument. ER TERMS. If checked, the following are applicable to this Security Instrument: Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released. Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
04	Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
L	future Fining. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
[3	Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Socurity Instrument. [Check all applicable boxes]
۲	☑ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
L	Additional Terms.
	Additional Terms. CURES: By signing below. Mortgagor agrees to the term, and covenants contained in this Security Instrument and in
	· C
SIGNAT any attao	FURES: By signing below, Mortgagor agrees to the term, and covenants contained in this Security Instrument and in chments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.
	☐ If checked, refer to the attached Addendum incorporated lie ein, for additional Mortgagors, their signatures and acknowledgments.
	acknowledgments.
0	0,50
(Signature)	JACOUB HUSSIEN (Date) (Date) (Date)
ACKNO	STATE OF COUNTY OF WK
(Individual)	This instrument was acknowledged before me this 17. day of 20.1.
	My commission expires:
	"OFFICIAL SEAL" MARIE R. RATTENBURY
	Notary Public, State of Illinois My Commission Exp. 03/29/2004

0011047004

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is ma	de this1.7th	day of .	OCTOBER	2001
and is incorporated into and shall be o				
Trust or Security Deed (the "Security In				
"Borrower") to secure Borrower's Note				
***************************************	*****************			
(the "Lender") of the same date and co	overing the Prope	rty described	in the Security	Instrument
and located at:7100.W95TH.STREET	', UNIT B, OAK	LAWN, IL	60453	
	[Property A			

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, avrings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attacked mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property"

B. USE OF PROPERTY; COMPLIANCE WITH LAW Porrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all lavs, ordinances, regulations and requirements of any governmental body applicable to the Property.

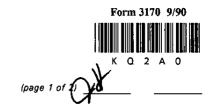
C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 13 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.



MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac Uniform Instrument

Bankers Systems, Inc., St. Cloud, MN Form 1-4 FAM-R 3/19/98

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and

not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Londer's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides categories, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument

pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrover has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its

rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Scurity Instrument and

Lender may invoke any of the remedies permitted by the Security Instrument.

agrees to the terms and provisions contained in	W, Borrower accepts and a	BY SIGNING BELOW this 1-4 Family Rider.
-Borrows	UNCOOD HOSSIEN	
(Seal		
-Borrowe		
Form 3170 9/9		
(page 2 of 2)	Form 1-4 FAM-R 3/19/98	Bankers Systems, Inc., St. Cloud, MN, Forn

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or
Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7100 W 95TH STREET, UNIT B, OAK LAWN, IL 60453
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: [Name of Condominium Project]
(the "Condomin'um Project"). If the owners association or other entity which acts for the Condominium
Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condominium Obligation: Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condo nir ium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenar 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; ϵ and
- (ii) Borrower's obligation under Uniform Covenant 5 to meintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or copair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to i sure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

P O O A O

- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Renedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall coar interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Condominium Rider.	Borrower :	accepts	and	agrees	to t	the 1	terms	and	provisions	contained	in this
	.(JACOU.	HUS HUS	SSIEN							(Seal) -Borrower
			4								(Seal)
	•••			C					75		-Borrower

ALTA COMMITMENT
Schedule A - Legal Description
File Number: TM5353
Assoc. File No: 110212

UNGFEWGIALICOPY

GUARANTY COMPANY
HEREIN CALLED THE COMPANY

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COMMITMENT - LEGAL DESCRIPTION

PENTHOUSE UNIT "B" TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN OAK MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 22788882, IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- 24-06-301-045-1044

Of Coof County Clerk's Office

STEWART TITLE GUARANTY
COMPANY