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Doc#: 0331620176
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 11/12/2003 11:18 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:

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Prepared By:
D. L. ...
T. ...
Devon Bank
6445 N. Western Ave.
Chicago, IL 60645

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TRANSACTION NO. 6505204100

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2003
The mortgagor is Sabiha Sultan and Mohammad Giasuddin, brother and sister as Tenants in Common ("Buyer"). This Security Instrument is given to Devon Bank AN ILLINOIS BANKING CORP which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 6445 North Western Avenue, Chicago, IL 60645 ("Seller").

Buyer owes Seller the sum of Eighty Two Thousand Three Hundred Ten AND 41/100 Dollars (U.S. \$82,310.41). This debt is evidenced by that certain Murabaha Real Estate Acquisition and Resale Agreement dated the same date as this Security Instrument ("Murabaha Agreement"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2018. This Security Instrument secures to Seller: (a) the repayment of the Murabaha Debt ("Debt") evidenced by the Murabaha Agreement, with all renewals, extensions and modifications of the Murabaha Agreement; (b) the payment of all other sums advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Buyer's covenants and agreements under this Security Instrument and the Murabaha Agreement. For this purpose, Buyer does hereby mortgage, grant and convey to Seller the following described property located in COOK County, Illinois:

LEGAL DESCRIPTION:

Unit 6426-1J together with its undivided percentage interest in the common elements in Ridge Village Condominium as delineated and defined in the Declaration recorded as Document No. 26653505, as amended from time to time, in the Southeast 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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CE

ATGF, INC.

PIN: 11-31-401-098-1010

which has the address of 6426 N. Ridge Unit 1J, Chicago, Illinois, 60626 ("Property Address");

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".

BUYER COVENANTS that Buyer 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. Buyer 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. Buyer and Seller covenant and agree as follows:

- 1. Payment of Amounts Due; Late Charges.** Buyer shall promptly pay when due the Debt and any late charges due under the Murabaha Agreement.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Seller, Buyer shall pay to Seller on the day monthly payments are due under the Murabaha Agreement, until the Murabaha Debt is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Buyer to Seller, in accordance with the provisions of

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paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Seller may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Seller for a federally related mortgage loan may require for Buyer's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Seller may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Seller may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Seller, if Seller is such an institution) or in any Federal Home Loan Bank. Seller shall apply the Funds to pay the Escrow Items. Seller may not charge Buyer for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. However, Seller may require Buyer to pay a one-time charge for an independent real estate tax reporting service used by Seller in connection with this transaction, unless applicable law provides otherwise. Seller shall give to Buyer, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Seller exceed the amounts permitted to be held by applicable law, Seller shall account to Buyer for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Seller at any time is not sufficient to pay the Escrow Items when due, Seller may so notify Buyer in writing, and, in such case Buyer shall pay to Seller the amount necessary to make up the deficiency. Buyer shall make up the deficiency in no more than twelve monthly payments, at Seller's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Seller shall promptly refund to Buyer any Funds held by Seller. If, under paragraph 21, Seller shall acquire or sell the Property, Seller, prior to the acquisition or sale of the Property, shall apply any Funds held by Seller at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Seller under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second to the unpaid balance of the Debt; and last, to any late charges due under the Murabaha Agreement.

4. Charges; Liens. Buyer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Buyer shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Buyer shall pay them on time directly to the person owed payment. Buyer shall promptly furnish to Seller all notices of amounts to be paid under this paragraph. If Buyer makes these payments directly, Buyer shall promptly furnish to Seller receipts evidencing the payments.

Buyer shall promptly discharge any lien which has priority over this Security Instrument unless Buyer: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Seller; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Seller's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Seller subordinating the lien to this Security Instrument. If Seller determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Seller may give Buyer a notice identifying the lien. Buyer shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Buyer 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 Seller requires insurance. This insurance shall be maintained in the amounts and for the periods that Seller requires. The insurance carrier providing the insurance shall be chosen by Buyer subject to Seller's approval which shall not be unreasonably withheld. If Buyer fails to maintain coverage described above, Seller may, at Seller's option, obtain coverage to protect Seller's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Seller and shall include a standard mortgage clause. Seller shall have the right to hold the policies and renewals. If Seller requires, Buyer shall promptly give to Seller all receipts of paid premiums and renewal notices. In the event of loss, Buyer shall give prompt notice to the insurance carrier and Seller. Seller may make proof of loss if not made promptly by Buyer.

Unless Seller and Buyer 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 Seller's security is not lessened. If the restoration or repair is not economically feasible or Seller'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 Buyer. If Buyer abandons the Property, or does not answer within 30 days a notice from Seller that the insurance carrier has offered to settle a claim, then Seller may collect the insurance proceeds. Seller 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 Seller and Buyer otherwise agree in writing, any application of proceeds to the Debt 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 Seller, Buyer's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Seller 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; Buyer's Application; Leaseholds. Buyer shall

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~~occupy, establish, and use the Property as Buyer's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Buyer's principal residence for at least one year after the date of occupancy, unless Seller otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Buyer's control. Buyer shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Buyer shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Seller's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Seller's security interest. Buyer may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Seller's good faith determination, precludes forfeiture of the Buyer's interest in the Property or other material impairment of the lien created by this Security Instrument or Seller's security interest. Buyer shall also be in default if Buyer, during the application process, gave materially false or inaccurate information or statements to Seller (or failed to provide Seller with any material information) in connection with the transaction evidenced by the Murabaha Agreement, including, but not limited to, representations concerning Buyer's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Buyer shall comply with all the provisions of the lease. If Buyer acquires fee title to the Property, the leasehold and the fee title shall not merge unless Seller agrees to the merger in writing.~~

7. Protection of Seller's Rights in the Property. If Buyer fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Seller's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Seller may do and pay for whatever is necessary to protect the value of the Property and Seller's rights in the Property. Seller'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 Seller may take action under this paragraph 7, Seller does not have to do so.

Any amounts disbursed by Seller under this paragraph 7 shall become additional debt of Buyer secured by this Security Instrument. Unless Buyer and Seller agree to other terms of payment, these amounts shall be payable, upon notice from Seller to Buyer requesting payment.

8. Mortgage Insurance. If Seller required mortgage insurance as a condition of making the transaction secured by this Security Instrument, Buyer shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Seller lapses or ceases to be in effect, Buyer 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 Buyer of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Seller. If substantially equivalent mortgage insurance coverage is not available, Buyer shall pay to Seller each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Buyer when the insurance coverage lapsed or ceased to be in effect. Seller 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 Seller, if mortgage insurance coverage (in the amount and for the period that Seller requires) provided by an insurer approved by Seller again becomes available and is obtained. Buyer 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 Buyer and Seller or applicable law.

9. Inspection. Seller or its agent may make reasonable entries upon and inspections of the Property. Seller shall give Buyer 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 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 Seller. 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 Buyer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Buyer and Seller 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 Buyer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Buyer and Seller otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Buyer, or if, after notice by Seller to Buyer that the condemnor offers to make an award or settle a claim for damages, Buyer fails to respond to Seller within 30 days after the date the notice is given, Seller 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 Seller and Buyer otherwise agree in writing, any application of proceeds to the Debt 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.

11. Buyer Not Released; Forbearance By Seller Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Seller to any successor in interest of Buyer shall not operate to release the liability of the original Buyer or Buyer's successors in interest. Seller 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

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Instrument by reason of any demand made by the original Buyer or Buyer's successors in interest. Any forbearance by Seller in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Seller and Buyer, subject to the provisions of paragraph 17. Buyer's covenants and agreements shall be joint and several. Any Buyer who co-signs this Security Instrument but does not execute the Murabaha Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Buyer'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 Seller and any other Buyer may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Murabaha Agreement without that Buyer's consent.

13. Charges. If the transaction secured by this Security Instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the charges collected or to be collected in connection with the transaction exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Buyer which exceeded permitted limits will be refunded to Buyer. Seller may choose to make this refund by reducing the Debt by making a direct payment to Buyer.

14. Notices. Any notice to Buyer 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 Buyer designates by notice to Seller. Any notice to Seller shall be given by first class mail to Seller's address stated herein or any other address Seller designates by notice to Buyer. Any notice provided for in this Security Instrument shall be deemed to have been given to Buyer or Seller 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, without the application of its conflict of law rules. In the event that any provision or clause of this Security Instrument or the Murabaha Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Murabaha Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Murabaha Agreement are declared to be severable.

16. Buyer's Copy. Buyer shall be given one conformed copy of the Murabaha Agreement and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Buyer. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Buyer is sold or transferred and Buyer is not a natural person) without Seller's prior written consent, Seller 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 Seller if exercise is prohibited by federal law as of the date of this Security Instrument.

If Seller exercises this option, Seller shall give Buyer 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 Buyer must pay all sums secured by this Security Instrument. If Buyer fails to pay these sums prior to the expiration of this period, Seller may invoke any remedies permitted by this Security Instrument without further notice or demand on Buyer.

18. Buyer's Right to Reinstate. If Buyer meets certain conditions, Buyer shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Buyer: (a) pays Seller all sums which would be due under this Security Instrument and the Murabaha Agreement 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 Seller may reasonably require to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Buyer, 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 Murabaha Agreement; Change of Transaction Servicer. The Murabaha Agreement or a partial interest in the Murabaha Agreement (together with this Security Instrument) may be sold one or more times without prior notice to Buyer. A sale may result in a change in the entity (known as the "Transaction Servicer") that collects monthly payments due under the Murabaha Agreement and this Security Instrument. There also may be one or more changes of the Transaction Servicer unrelated to a sale of the Murabaha Agreement. If there is a change of the Transaction Servicer, Buyer 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 Transaction 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. Buyer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Buyer 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.

Buyer shall promptly give Seller 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 Buyer has actual knowledge. If Buyer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of

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any Hazardous Substance affecting the Property is necessary, Buyer 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. Buyer and Seller further covenant and agree as follows:

21. **Acceleration; Remedies.** Seller shall give notice to Buyer prior to acceleration following Buyer'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 Buyer, 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 Buyer 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 Buyer to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Seller 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. Seller 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, Seller shall release this Security Instrument to Buyer. Buyer shall pay any recordation costs.

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

24. **Indemnification.** Buyer will indemnify Seller, and all of its employees, officers, shareholders, agents and attorneys (the "Indemnified Parties") for any loss or claims, including any attorneys' fees, court costs, judgments or settlements paid, incurred as a result of the Indemnified Parties actions taken pursuant to this Security Agreement, or as a result of their ownership or interest in the Property or the means of its acquisition by Buyer or Seller, whether known or later discovered, whether the claim arises due to actions, events or conditions occurring before or after the execution of this Security Instrument. This provision shall survive the termination of this Security Instrument.

25. **Right to Cure.** In the event of a default under this Mortgage, the non-breaching party must give notice to the breaching party of the default and allow the breaching party five business days after the notice of default is given to cure the default before the non-breaching party (either as an individual or as a member of a class) may commence, join, or to the extent avoidable, be joined, in a judicial action seeking redress or recovery for the default. To the extent that applicable law specifies a time period that must elapse before an action may be taken, that period of time shall be used instead of the five business day period.

26. **Riders to this Security Instrument.** If one or more riders are executed by Buyer and recorded together with 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. [Check applicable box(es)]

<input checked="" type="checkbox"/>	Condominium Rider	<input type="checkbox"/>	1-4 Family Rider	<input type="checkbox"/>	Second Home Rider
<input type="checkbox"/>	Planned Unit Development Rider	<input type="checkbox"/>	Biweekly Payment Rider	<input checked="" type="checkbox"/>	Due On Transfer Rider

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

Sabiha Sultana
Sabiha Sultana-Buyer

Mohammad 9/12/03
Mohammad Giasuddin-Buyer

Shaheda S. Giasuddin
Shaheda Giasuddin-signing solely for the purpose of waiving homestead rights

[Space Below This Line For Acknowledgement]

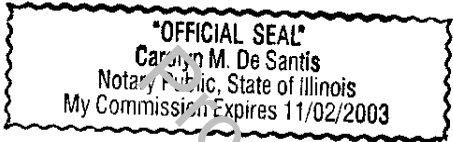
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STATE OF ILLINOIS, Cook County ss:

I, *undersigned* a Notary Public in and for said county and state, do hereby certify that Sabiha Sultana and Mohammad Giyasuddin personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of September, 2003.

My Commission expires:



Carolyn M. De Santis

Notary Public

Property of Cook County Clerk's Office

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LOAN NO. 6505204100

DUE-ON-TRANSFER RIDER

THIS DUE-ON-TRANSFER RIDER is made this 12TH day of SEPTEMBER, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

DEVON BANK,
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

6420 N. RIDGE #1J
CHICAGO, IL 60626

[Property Address]

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

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, 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.

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LOAN NO. 6505204100

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

Babiha Sultana (Seal)
-Borrower

SABIHA SULTANA

Mjth 9/12/03 (Seal)
-Borrower

MOHAMMAD GIYASUDDIN

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CONDOMINIUM RIDER**

LOAN NO. 6505204100

THIS CONDOMINIUM RIDER is made this 12TH day of SEPTEMBER, 2003, 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
DEVON BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6426 N. RIDGE #1J
 CHICAGO, IL 60626

[Property Address]

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 "Condominium 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 Obligations. 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 Condominium Project; (ii) by-laws; (iii) code or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property 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 (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property;

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and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair 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, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure 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 the Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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. Remedies. 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 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Sabiha Sultana (Seal)
-Borrower
SABIHA SULTANA

Mohammad G. G. 9/12/03 (Seal)
-Borrower
MOHAMMAD GIYASUDDIN

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]