

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0921705048 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 08/05/2009 10:07 AM Pg: 1 of 20

1917222  
2009

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 09-15-205-027-0000

Address:

Street: 8917 Lyons Street

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: 2004-0000346, LLC

Borrower: Hemant Shah

Loan / Mortgage Amount: \$105,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 7770 et seq. because it is not owner-occupied.

Certificate number: 1051BC7C-D3A7-4D13-807B-55FE49DE6604

Execution date: 07/09/2009

TD  
20

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MNC#  
 1917222

After Recording Return to:  
 Guidance Residential, LLC  
 11109 Sunset Hills Rd., Suite 200  
 Reston, VA 20190

Prepared by: Debra Witt  
 Guidance Residential, LLC  
 11109 Sunset Hills Rd., Suite 200  
 Reston, VA 20190

[Space Above This Line For Recording Data]

**MORTGAGE**

This Security Instrument dated **07/9/2009** and including any Riders thereto, is between Consumer **HEMANT SHAH, A MARRIED MAN** also known as Mortgagor, and **2004-0000346, LLC**, Co-Owner, also known as Mortgagee, having an address of **11109 Sunset Hills Rd., Suite 200, Reston, VA 20190**.

This Security Instrument secures to the Co-Owner **2004-0000346, LLC** (and Co-Owner's Assignees), as mortgagee under this Security Instrument, the performance of Consumer's covenants and agreements under the Co-Ownership Agreement and the Obligation to Pay, which contain a promise from Consumer to pay the Original Acquisition Balance of \$ **105,000.00** plus accrued unpaid Profit Payments thereunder; and this Security Instrument also secures any modifications, extensions and renewals of the Co-Ownership Agreement and Obligation to Pay; and such security shall remain until the Maturity Date which shall be no later than **08/1/2039**.

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**"Security Instrument"** means this agreement, and any Riders thereto, that secures to Co-Owner (and Co-Owner's Assignee(s)) the Consumer's obligation to make Monthly Payments under the Co-Ownership Agreement and the Obligation to Pay. Prior to the amendment of the Security Instrument, Security Instrument means the Security Instrument. After the amendment of the Security Instrument under the Assignment Agreement and Amendment of Security Instrument, Security Instrument means the Security Instrument as amended by the Assignment Agreement and Amendment of Security Instrument, and the original Security Instrument.

**"Consumer"** means the person(s) who enters into a Transaction with the Co-Owner pursuant to a Co-Ownership Agreement and is obligated to Co-Owner, as part of its monthly payment, to make Acquisition Payments to acquire an additional interest in the Property. Consumer includes any person(s) approved by Co-Owner or Co-Owner's Assignee to assume Consumer's rights and obligations under the Co-Ownership Agreement, the Obligation to Pay and/or the Security Instrument.

**"Co-Owner"** means the limited liability company that: (i) purchases a percentage of the Property from the Seller to facilitate Consumer's acquisition of the Property; or (ii) acquires certain rights with respect to the Property from Consumer to facilitate Consumer's replacing standard interest-bearing mortgage financing; or (iii) agrees to modify terms to, or replace, an outstanding Sharia compliant Co-Ownership Agreement, and related contracts, in order to renegotiate the outstanding Co-Ownership Agreement, and related contracts. Co-Owner is a limited liability company organized and existing under the laws of the State of Delaware, which owns the Property jointly with Consumer, and will retain an ownership interest in the Property and may transfer and assign together its interest in the Co-Ownership Agreement, Obligation to Pay and Security Instrument.

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**"Obligation to Pay"** means the instrument (of same date herewith) that evidences Consumer's promise to pay the Monthly Payments (which includes Acquisition Payments applied towards the Original Acquisition Balance), and any riders or addenda thereto, as reflected in the Co-Ownership Agreement, which Obligation to Pay is executed to induce the Arrangement. Consumer will pay the Original Acquisition Balance in full not later than **08/1/2039** (Maturity Date).

**"Property"** means the property that is described below under the heading "Transfer of Rights in the Property" and all improvements situated thereon, whether now owned or hereafter acquired, including but not limited to, any increase in Consumer's ownership interest in the Property as a result of any Acquisition Payments made by Consumer or otherwise as provided in the Co-Ownership Agreement.

**"Transaction"** means the contractual obligations entered into between the Consumer, Co-Owner and Financier resulting in, or stemming from, the acquisition of the Property, or the replacement of home financing in compliance with Sharia and Applicable Law.

**"Riders"** mean all Riders to this Security Instrument that are executed by Consumer. The following Riders are to be executed by Consumer [check box as applicable]:

<input type="checkbox"/> Adjustable Profit Payment Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify]
<input checked="" type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	

**"Applicable Law"** means all controlling applicable federal (including the Real Estate Settlement Procedures Act (RESPA, 12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**"Acquisition Payments"** mean that portion of the Consumer's Monthly Payments that is applied to increase the Consumer's ownership interest in the Property, which varies by month in accordance with the Schedule.

**"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Consumer or the Property by a condominium association, homeowners association or similar organization.

**"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**"Escrow Items"** means those items that are described in Section 3.

**"Periodic Payment"** means Profit Payments, Acquisition Payments and Escrow Items.

**"Profit Payments"** means that portion of the Monthly Payment that Consumer pays to Co-Owner or Co-Owner's Assignee(s) for Consumer's enjoyment and use of the whole Property.

**"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**"Miscellaneous Proceeds Occurrence"** means any occurrence that results in the payment of Miscellaneous Proceeds.

**"Successor in Interest of Consumer"** means any party that has taken title to the Property, whether or not that party has assumed Consumer's obligations under the Obligation to Pay and/or this Security Instrument.

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## ADDITIONAL DEFINITIONS

Certain terms as defined in this Security Instrument have been redacted or truncated for presentation in summary form; however, the substance of these terms is intended to be the same as similarly defined terms in the Definition of Key Terms. In addition to the terms defined above, this Security Instrument contains certain terms that are defined in the Definitions of Key Terms ("Definitions") that has been provided to you. Those defined terms are capitalized in the body of the text of the paragraphs of this Security Instrument. For instance, terms such as Co-Owner, Monthly Payment and Co-Owner's Assignee are terms that are defined in the Definitions. Please review the Definitions for an explanation of these and other key defined terms. Capitalized terms that are used in this Security Instrument but that are not defined in the Definitions have the meaning ascribed to them in the context in which they are used in this Security Instrument and the common and understood meaning as used in home acquisition transactions in the United States.

## INTERPRETATION OF TRANSACTION DOCUMENTS

In the event of a conflict between the provisions of this Security Instrument and any other Transaction document on matters relating to the security interest granted hereunder, and the enforcement and the Exercise of Remedies related thereto, the provisions of this Security Instrument shall control.

## TRANSFER OF RIGHTS IN THE PROPERTY

In and for the consideration stated above, Consumer does hereby mortgage and warrants, grants and conveys to Co-Owner the Consumer's interest in the Property, now owned or hereafter acquired (including, but not limited to, any increase in Consumer's ownership interest in the Property as a result of any Acquisition Payments made by Consumer or otherwise as provided in the Co-Ownership Agreement, as described in Exhibit A attached hereto and the Co-Ownership Agreement, located in the

**County** of **COOK** which currently has the address of  
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
**8917 LYONS STREET,**  
 [Street]  
**DES PLAINES** **ILLINOIS** **60016** ("Property Address")  
 [City] [State] [Zip Code]

## SEE EXHIBIT A

Parcel ID Number: **09-15-2205-027-0000 VOL 0088**

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. This Security Instrument shall also cover all replacements and additions to the Property. CONSUMER COVENANTS that Consumer is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for 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 and interests in real property.

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UNIFORM COVENANTS. Consumer and Co-Owner covenant and agree as follows:

**1. Payments Under Obligation to Pay and Late Payment Fees.** Consumer shall pay when due the Monthly Payments under the Co-Ownership Agreement, as evidenced by the Consumer's Obligation to Pay, which shall be made in U.S. currency. However, if any check or other instrument received by Co-Owner as payment under the Consumer's Obligation to Pay or this Security Instrument is returned to Co-Owner unpaid, Co-Owner may require that any or all subsequent payments due under the Consumer's Obligation to Pay and this Security Instrument be made in one or more of the following forms, as selected by Co-Owner: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Co-Owner when received at the location designated in the Consumer's Obligation to Pay or at such other location as may be designated by Co-Owner in accordance with the notice provisions in Section 15 of this Security Instrument. Co-Owner may return any payment or partial payment if the payment or partial payments are insufficient to bring the Monthly Payments current. Co-Owner may accept any payment or partial payment insufficient to bring the Monthly Payments current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Co-Owner is not obligated to apply such payments at the time such payments are accepted. No offset or claim which Consumer might have now or in the future against Co-Owner shall relieve Consumer from making Monthly Payments due under the Consumer's Obligation to Pay and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, and unless Applicable Law provides otherwise, all Monthly Payments received by Co-Owner under the Co-Ownership Agreement and the Consumer's Obligation to Pay shall be applied: first, to pay the Co-Owner's Profit Payment; second, to Acquisition Payments; third, to pay Escrow Items as described below; fourth to Late Payment Fees, and fifth, to other charges that are part of Other Payments.

If Co-Owner receives a payment for a delinquent Periodic Payment which includes a sufficient amount to pay any Late Payment Fees due, the payment may be applied to the delinquent Periodic Payment and the Late Payment Fees. If more than one Periodic Payment is outstanding, Co-Owner may apply any payment received from Consumer to the repayment of the Periodic Payments if, and to the extent that, each Periodic Payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any Late Payment Fees due. Early Acquisition Payments shall be applied as described in the Co-Ownership Agreement and the Obligation to Pay.

Any application of payments, insurance proceeds, or other proceeds to amounts due under the Co-Ownership Agreement or the Obligation to Pay shall not extend or postpone the due date, or change the amount, of the Monthly Payment.

**3. Funds for Escrow Items.** Consumer shall pay to Co-Owner on the day the Monthly Payments are due under the Consumer's Obligation to Pay, until the Consumer's Obligation to Pay is paid in full, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; and (b) premiums for any and all insurance required by Co-Owner under Section 5, including premiums for policies for Consumer's Insurance included in a single policy along with Property Insurance. These items are called "Escrow Items." At origination or at any time during the term of the Co-Ownership Agreement, Co-Owner may require that community association dues, fees, and assessments, if any, be escrowed by Consumer, and such dues, fees and assessments shall be an Escrow Item. Consumer shall promptly furnish to Co-Owner all notices of amounts to be paid under this Section. Consumer shall pay Co-Owner for Escrow Items unless Co-Owner waives Consumer's obligation to pay for Escrow Items. Co-Owner may waive Consumer's obligation to pay Co-Owner for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Consumer shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment has been waived by Co-Owner and, if Co-Owner requires, shall furnish to Co-Owner receipts evidencing such payment within such time period as

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Co-Owner may require. Consumer's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Consumer is obligated to pay Escrow Items directly, pursuant to a waiver, and Consumer fails to pay the amount due for an Escrow Item, Co-Owner may exercise its rights under Section 9 and pay such amount and Consumer shall then be obligated under Section 9 to repay to Co-Owner any such amount. Co-Owner may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Consumer shall pay Co-Owner for all Escrow Items, and in such amounts, that are then required under this Section 3.

Co-Owner may, at any time, collect and hold Escrow Items in an amount (a) sufficient to permit Co-Owner to apply the Escrow Items at the time specified under the Applicable Law, and (b) not to exceed the maximum amount a Co-Owner can require under Applicable Law. Co-Owner shall estimate the amount of Escrow Items due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Escrow Items shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Co-Owner, if Co-Owner is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Co-Owner shall apply and pay the Escrow Items no later than the time specified under Applicable Law. Co-Owner shall not charge Consumer for holding and applying the Escrow Items, annually analyzing the escrow account, or verifying the Escrow Items, unless Co-Owner is required by Applicable Law to pay Consumer interest on the Escrow Items and Applicable Law permits Co-Owner to make such a charge. Unless Applicable Law requires interest to be paid on the Escrow Items, Co-Owner shall not pay Consumer any interest or earnings on the Escrow Items. If Co-Owner is required by Applicable Law to pay interest on such Escrow Items, such interest will be paid to the Consumer. Co-Owner shall give to Consumer, without charge, an annual accounting of the Escrow Items as required by Applicable Law.

If there is a surplus of Escrow Items held in escrow, as defined under Applicable Law, Co-Owner shall account to Consumer for the excess funds in accordance with Applicable Law. If there is a shortage of Escrow Items held in escrow, as defined under Applicable Law, Co-Owner shall notify Consumer as required by Applicable Law, and Consumer shall pay to Co-Owner the amount necessary to make up the shortage in accordance with Applicable Law, but in no more than 12 monthly payments. If there is a deficiency of Escrow Items held in escrow, as defined under Applicable Law, Co-Owner shall notify Consumer as required by Applicable Law, and Consumer shall pay to Co-Owner the amount necessary to make up the deficiency in accordance with Applicable Law, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Co-Owner shall promptly refund to Consumer funds held by Co-Owner to pay the Escrow Items.

**4. Charges; Liens.** Consumer shall be obligated to pay any and all items including taxes, assessments, charges, fines, and impositions attributable to the Property that can attain priority over this Security Instrument, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Consumer shall pay them in the manner provided in Section 3.

Consumer shall promptly discharge any lien which has priority over this Security Instrument unless Consumer: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Co-Owner, but only so long as Consumer is performing such agreement; (b) contests the lien in good faith by or defends against enforcement of the lien in, legal proceedings which in Co-Owner's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Co-Owner subordinating the lien to this Security Instrument. If Co-Owner determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument, Co-Owner may give Consumer a notice identifying the lien. Within 10 days of the date on which that notice is given, Consumer shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Co-Owner may require Consumer to pay a one-time charge for a real estate tax verification and/or reporting service used by Co-Owner in connection with the consummation of the Closing of the Transaction.

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**5. Insurance.** As specified in Section 5.4 of the Co-Ownership Agreement, the Consumer must obtain Property Insurance coverage on the Property and shall also be responsible for any renewals of such insurance. Co-Owner may require Consumer to pay, in connection with the Co-Ownership Agreement and this Security Instrument, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Consumer shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Consumer. This insurance shall be maintained in the amounts (including deductible levels) and for periods as the Co-Owner requires.

If Consumer fails to maintain any of the coverages described above, Co-Owner may obtain insurance coverage, at Co-Owner's option and Consumer's expense. Co-Owner is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Co-Owner, but might or might not protect Consumer, Consumer's equity in the Property, or the contents of the Property, against certain risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Consumer acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Consumer could have obtained. Any amounts disbursed by Co-Owner under this Section 5 shall become an additional obligation of Consumer secured by this Security Instrument. Any amounts disbursed by Co-Owner under this Section 5 shall be repaid over a period not to exceed twelve (12) months from the date of Co-Owner's disbursement of such funds. Any amounts disbursed by Co-Owner under this Section 5 shall become an additional obligation of Consumer secured by this Security Instrument.

All insurance policies required by Co-Owner and renewals of such policies shall be subject to Co-Owner's right to disapprove such policies, and, if permitted by Applicable Law, shall name Co-Owner's Assignee as an additional insured and Consumer further agrees to generally assign rights to insurance proceeds to the Co-Owner's Assignee of the Consumer's Obligation to Pay up to the amount of the Buyout Amount outstanding from time to time. If Applicable Law does not allow Co-Owner's Assignee to be listed as an additional insured on Consumer's hazard insurance policy, then Co-Owner's Assignee shall be listed as a financier and/or additional loss payee on such insurance policies. Co-Owner shall have the right to hold the policies and renewal certificates. If Co-Owner requires, Consumer shall promptly give to Co-Owner all receipts of paid premiums and renewal notices. If Consumer obtains any form of insurance coverage, not otherwise required by Co-Owner, for damage to, or destruction of, the Property, and such policy includes and names Co-Owner as an additional loss payee, Consumer further agrees to generally assign rights to insurance proceeds to the Co-Owner of the Consumer's Obligation to Pay up to the amount of the Buyout Value balance outstanding from time to time.

In the event of loss, Consumer shall give prompt notice to the insurance carrier and Co-Owner. Co-Owner may make proof of loss if not made promptly by Consumer. Unless Co-Owner and Consumer otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Co-Owner, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Co-Owner's security is not lessened. During such repair and restoration period, Co-Owner shall have the right to hold such insurance proceeds until Co-Owner has had an opportunity to inspect such Property to ensure the work has been completed to Co-Owner's satisfaction, provided that such inspection shall be undertaken promptly. Co-Owner may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless Applicable Law requires interest to be paid on such insurance proceeds, Co-Owner shall not pay Consumer any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Consumer shall not be paid out of the insurance proceeds and shall be the sole obligation of Consumer. If the restoration or repair is not economically feasible or Co-Owner's security would be lessened, the insurance proceeds shall be disbursed in an amount equal to the Co-Owner's ownership interest at the time of the occurrence of the Casualty Event, which Co-Owner's ownership interest shall be equal to the Remaining Acquisition Balance plus or minus any amounts due to, or from, Consumer to Co-Owner divided by the Purchase Price, or the Initial Property Value, as applicable, which result is then multiplied by the amount of the casualty insurance proceeds. The remaining casualty insurance proceeds shall be distributed to the Consumer.

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Notwithstanding the above, in the event that there is a Total Loss and the Consumer has not obtained or maintained Property Insurance (but other hazard insurance coverage is in place on the Property), the insurance proceeds arising from such Total Loss shall be distributed to the Parties as follows: (i) first, to the Co-Owner as outlined in the paragraph immediately above, plus an additional amount (Additional Loss Proceeds) equal to the Remaining Acquisition Balance plus or minus any amounts due to, or from, Consumer to Co-Owner less the amount distributed to the Co-Owner as outlined in the paragraph immediately above, except that the Additional Loss Proceeds shall not be less than zero; and, (ii) with the remainder of the proceeds being distributed to Consumer. In the event Consumer does not obtain or maintain Property Insurance (notwithstanding that Property Insurance may be available to Co-Owner from other sources), the Additional Loss Proceeds shall be distributed to the Co-Owner in the above manner because Consumer-obtained (or maintained) Property Insurance would have made the Parties whole but for the Consumer's failure to obtain or maintain such Property Insurance.

If Consumer abandons the Property, Co-Owner may file, negotiate and settle any available insurance claim and related matters. If Consumer does not respond within 30 days to a notice from Co-Owner that the insurance carrier has offered to settle a claim, then Co-Owner may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Co-Owner acquires the Property under Section 22 or otherwise, Consumer hereby assigns to Co-Owner (a) Consumer's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Consumer's Obligation to Pay or this Security Instrument, and (b) any other of Consumer's rights (other than the right to any refund of unearned premiums paid by Consumer, provided, however, Consumer shall not be entitled to any refund of premiums paid by Co-Owner for Property Insurance) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Co-Owner may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Consumer's Obligation to Pay or this Security Instrument, whether or not then due.

**6. Occupancy.** Consumer shall occupy, establish, and use the Property as Consumer's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Consumer's principal residence, unless Co-Owner otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Consumer's control. Any lease by Consumer of the Property with a term of three (3) years or less shall be deemed approved without necessity of prior consent by Co-Owner. If any request by Consumer to lease the Property for a period in excess of three (3) years is not disapproved by Co-Owner in writing within 30 days of Consumer's written request to enter into such a lease (which notices shall be provided as specified in Section 7 of the Obligation to Pay), such lease shall be deemed approved by Co-Owner.

**7. Preservation, Maintenance and Protection of the Property, Inspections.** Consumer shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Consumer is residing in the Property, Consumer shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Consumer shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Consumer shall be responsible for repairing or restoring the Property only if Co-Owner has released proceeds for such purposes. Co-Owner may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Consumer is not relieved of Consumer's obligation for the completion of such repair or restoration.

Co-Owner or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Co-Owner may inspect the interior of the improvements on the Property. Co-Owner shall give Consumer notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Consumer's Co-Ownership Application.** Consumer shall be in Default if, during the Co-Ownership application process, Consumer or any persons or entities acting at the direction of Consumer or with Consumer's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Financier (or failed to provide Financier with material information) in connection with the Co-Ownership Application and the Co-Ownership Agreement. Material representations include, but are not limited to, representations concerning Consumer's occupancy of the Property as Consumer's principal residence.



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## 9. Protection of Co-Owner's Interest in the Property and Rights Under this Security Instrument. If

(a) Consumer fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Co-Owner's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations); or (c) Consumer has abandoned the Property, then Co-Owner may do and pay for whatever is reasonable or appropriate to protect Co-Owner's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Co-Owner's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Co-Owner may take action under this Section 9, Co-Owner does not have to do so and is not under any duty or obligation to do so. It is agreed that Co-Owner incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Co-Owner under this Section 9 shall become an additional obligation of Consumer secured by this Security Instrument.

## 10. Reserved.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Co-Owner and applied as described below.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Co-Owner's security is not lessened. During such repair and restoration period, Co-Owner shall have the right to hold such Miscellaneous Proceeds until Co-Owner has had an opportunity to inspect such Property to ensure the work has been completed to Co-Owner's satisfaction, provided that such inspection shall be undertaken promptly. Co-Owner may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Co-Owner shall not be required to pay Consumer any interest or earnings on such Miscellaneous Proceeds. If Co-Owner is required by Applicable Law to pay interest on such Miscellaneous Proceeds, such interest shall be paid to the Consumer. If the restoration or repair is not economically feasible or Co-Owner's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Consumer. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Consumer and Co-Owner otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Consumer. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Consumer and Co-Owner otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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In the event of a total taking, destruction, or loss in value of the Property that qualifies as a Miscellaneous Proceeds Occurrence, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, up to an amount equal to the Co-Owner's ownership interest at the time of the total taking, destruction, or loss, which Co-Owner's ownership interest shall be equal to the Remaining Acquisition Balance plus or minus any amounts due to, or from, Consumer to Co-Owner divided by the Purchase Price, or the Initial Property Value, as applicable, which result is then multiplied by the amount of the Miscellaneous Proceeds. The remaining Miscellaneous Proceeds shall be distributed to the Consumer. In the event that a condemnation award paid pursuant to a Miscellaneous Proceeds Occurrence is greater than the Remaining Acquisition Balance, the Parties may agree to the distribution of the condemnation proceeds in a manner other than upon a pro rata basis.

If the Property is abandoned by Consumer, or if, after notice by Co-Owner to Consumer that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Consumer fails to respond to Co-Owner within 30 days after the date the notice is given, Co-Owner is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Consumer Miscellaneous Proceeds or the party against whom Consumer has a right of action in regard to Miscellaneous Proceeds.

Consumer shall be in Default if any action or proceeding, whether civil or criminal, is begun that, in Co-Owner's judgment, could result in forfeiture of the Property or other material impairment of Co-Owner's interest in the Property or rights under this Security Instrument. Consumer can cure such a Default as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Co-Owner's judgment, precludes forfeiture of the Property or other material impairment of Co-Owner's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Co-Owner's interest in the Property are hereby assigned and shall be paid to Co-Owner.

In the case where the Miscellaneous Proceeds are applied to the restoration and repair of the Property, any excess Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Consumer Not Released; Forbearance By Co-Owner Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Co-Owner to Consumer or any Successor in Interest of Consumer shall not operate to release the liability of Consumer or any Successors in Interest of Consumer. Co-Owner shall not be required to commence proceedings against any Successor in Interest of Consumer or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the Consumer or any Successors in Interest of Consumer. Any forbearance by Co-Owner in exercising any right or remedy including, without limitation, Co-Owner's acceptance of payments from third persons, entities or Successors in Interest of Consumer or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-Signers; Successors and Assigns Bound.** Consumer covenants and agrees that Consumer's obligations and liability shall be joint and several among Consumers that are joint tenants; however, there shall be no joint and several liability between or among the Consumer(s) and the Co-Owner. Any Consumer who co-signs this Security Instrument but does not execute the Consumer's Obligation to Pay (a "Co-Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the Co-Signer'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 Co-Owner and any other Consumer can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Consumer's Obligation to Pay without the Co-Signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Consumer who assumes Consumer's obligations under this Security Instrument in writing, and is approved by Co-Owner, shall obtain all of Consumer's rights and benefits under this Security Instrument. Consumer shall not be released from Consumer's obligations and liability under this Security Instrument unless Co-Owner agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit Co-Owner's Assignees.

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Nothing in this paragraph 13 or this Security Instrument shall be so construed as to contravene the non-recourse character of the Transaction as specified in the Co-Ownership Agreement.

**14. Co-Ownership Agreement Charges.** Co-Owner may charge Consumer customary fees as governed by applicable law for services performed in connection with Consumer's Default, for the purpose of protecting Co-Owner's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Consumer shall not be construed as a prohibition on the charging of such fee so long as such fee is customary. Co-Owner may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Co-Ownership Agreement, Obligation to Pay and/or this Security Instrument are subject to a law which sets maximum charges, and that law is finally interpreted so that the Profit Payments or other charges collected or to be collected in connection with the Co-Ownership Agreement, Obligation to Pay and/or this Security Instrument 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 the Consumer which exceeded permitted limits will be refunded to Consumer. Co-Owner may choose to make this refund by reducing the Buyout Amount under the Co-Ownership Agreement or by making a direct payment to Consumer. If a refund reduces the Buyout Amount, the reduction will be treated as a partial Early Acquisition Payment without any charge (whether or not a charge is provided for under the Consumer's Obligation to Pay). Consumer's acceptance of any such refund made by direct payment to Consumer will constitute a waiver of any right of action Consumer might have arising out of such overcharge.

**15. Notices.** All notices given by Consumer or Co-Owner in connection with this Security Instrument must be in writing. Any notice to Consumer in connection with this Security Instrument shall be deemed to have been given to Consumer when mailed by first class mail or when actually delivered to Consumer's notice address if sent by other means. Notice to any one Consumer shall constitute notice to all Consumers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Consumer has designated a substitute notice address by notice to Co-Owner. Consumer shall promptly notify Co-Owner of Consumer's change of address. If Co-Owner specifies a procedure for reporting Consumer's change of address, then Consumer shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Co-Owner shall be given by delivering it or by mailing it by first class mail to Co-Owner's address stated herein unless Co-Owner has designated another address by notice to Consumer. Any notice in connection with this Security Instrument shall not be deemed to have been given to Co-Owner until actually received by Co-Owner. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** Federal law and the law of the jurisdiction in which the Property is located shall govern this Security Instrument. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Consumer's Obligation to Pay conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Consumer's Obligation to Pay which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Consumer's Copy.** Consumer shall be given one copy of the Co-Ownership Agreement, the Consumer's Obligation to Pay and of this Security Instrument.

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**18. Transfer of the Property or a Beneficial Interest in Consumer.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Consumer at a future date to a purchaser.

Except as otherwise permitted by the Co-Ownership Agreement or this Security Instrument, if all or any part of the Property or any Interest in the Property is sold or transferred (or if Consumer is not a natural person and a beneficial interest in Consumer is sold or transferred) without Co-Owner's prior written consent, Co-Owner may exercise its remedies under this Security Instrument. However, this option shall not be exercised by Co-Owner if such exercise is prohibited by Applicable Law.

If Consumer is in Default under this Section 18, Co-Owner shall not be required to give Consumer a Notice of Default, but shall notify Consumer of Co-Owner's right to exercise its remedies under this Security Instrument, which notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Consumer must cure a Default under this Section 18. If Consumer fails to cure such a Default prior to the expiration of this period, Co-Owner may invoke any remedies permitted by this Security Instrument without further notice or demand on Consumer.

**19. Consumer's Right to Reinstate After Default.** If Consumer meets certain conditions, Consumer shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Consumer's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Consumer: (a) pays Co-Owner all sums which then would be due under this Security Instrument and the Consumer's Obligation to Pay as if no Default 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 attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Co-Owner's interest in the Property and rights under this Security Instrument; and (d) takes such action as Co-Owner may reasonably require to assure that Co-Owner's interest in the Property and rights under this Security Instrument, and Consumer's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Co-Owner may require that Consumer pay such reinstatement sums and expenses in one or more of the following forms, as selected by Co-Owner: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Consumer, this Security Instrument and obligations secured hereby shall remain fully effective as if no Default had occurred. However, this right to reinstate shall not apply in the case of Default under Section 18.

In the event of Consumer's insolvency, including a filing for protection under the U.S. Bankruptcy Code, it is the intent of the parties that the Consumer be treated in a manner consistent with the treatment of consumer borrowers in residential mortgage transactions in the United States.

**20. Assignment of Agreements; Change of Co-Ownership Agreement Servicer; Notice of Grievance.** The Co-Ownership Agreement, along with the Consumer's Obligation to Pay, or a partial interest in these contracts (together with this Security Instrument) can be sold and/or assigned together one or more times without prior notice to Consumer. A sale or assignment might result in a change in the entity (known as the "Co-Ownership Agreement Servicer") that collects Monthly Payments due under the Co-Ownership Agreement, Obligation to Pay and this Security Instrument and performs other Co-Ownership Agreement servicing obligations under the Obligation to Pay, this Security Instrument, and Applicable Law. There also might be one or more changes of the Co-Ownership Agreement Servicer unrelated to any Assignment of Agreements. If there is a change of the Co-Ownership Agreement Servicer, Consumer will be given written notice of the change that will state the name and address of the new Co-Ownership Agreement Servicer, the address to which payments should be made and any other information Applicable Law requires in connection with a notice of transfer of servicing. If the Co-Ownership Agreement, the Obligation to Pay and this Security Instrument are together sold and/or assigned and thereafter the Co-Ownership Agreement is serviced by a Co-Ownership Agreement Servicer other than the assignee of the various agreements, the Co-Ownership Agreement servicing obligations to Consumer will remain with the Co-Ownership Agreement Servicer (or be transferred to a successor Co-Ownership Agreement Servicer).

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Neither Consumer nor Co-Owner may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Consumer or Co-Owner has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The Notice of Default and opportunity to cure given to Consumer pursuant to Section 22 and the Notice of Default given to Consumer pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Consumer shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Consumer shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law; (b) which creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Consumer shall promptly give Co-Owner written notice of (a) 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 Consumer has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Consumer learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Consumer shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Co-Owner for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Consumer and Co-Owner further covenant and agree as follows:

**22. Default; Remedies.** Co-Owner shall give notice to Consumer prior to the Exercise of Remedies following Consumer's breach of any covenant or agreement in this Security Instrument (but not prior to the Exercise of Remedies under Section 18 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 Consumer, by which the default must be cured; and (d) that failure to cure the Default on or before the date specified in the Notice of Default may result in the Consumer's obligation to pay to Co-Owner the Buyout Amount secured by this Security Instrument, foreclosure by judicial proceeding or the Co-Owner's sale of the Property. The notice shall further inform Consumer of the right to reinstate after Exercise of Remedies and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Consumer to Exercise of Remedies and foreclosure. If the default is not cured on or before the date specified in the notice, Co-Owner at its option may require immediate payment in full of the Buyout Amount secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Co-Owner shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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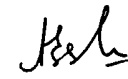
**23. Release.** Upon payment of all amounts secured by this Security Instrument, Co-Owner shall release this Security Instrument. Consumer shall pay any recordation costs. Co-Owner may charge Consumer a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waiver of Homestead.** In accordance with Illinois law, the Consumer hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

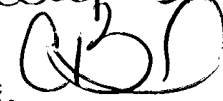
**25. Placement of Collateral Protection Insurance.** Unless Consumer provides Co-Owner with evidence of the insurance coverage required by Consumer's agreement with Co-Owner, Co-Owner may purchase insurance at Consumer's expense to protect Co-Owner's interests in Consumer's collateral. This insurance may, but need not, protect Consumer's interests. The coverage that Co-Owner purchases may not pay any claim that Consumer makes or any claim that is made against Consumer in connection with the collateral. Consumer may later cancel any insurance purchased by Co-Owner, but only after providing Co-Owner with evidence that Consumer has obtained insurance as required by Consumer's and Co-Owner's agreement. If Co-Owner purchases insurance for the collateral, Consumer will be responsible for the costs of that insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Consumer's Buyout Amount under the Co-Ownership Agreement and Obligation to Pay. The costs of the insurance may be more than the cost of insurance Consumer may be able to obtain on its own.

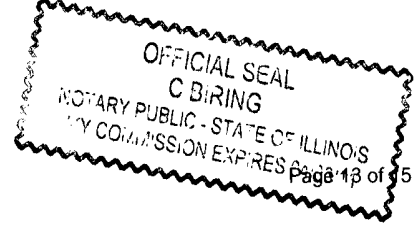
**26. Lien Spreading.** In connection with any increase in the ownership interest of Consumer in the Property as a result of any Acquisition Payments made by Consumer or otherwise as provided in the Co-Ownership Agreement, the lien of this Security Instrument shall be spread to cover said increased ownership interest and said increased ownership interest shall be deemed to be included in the Property. At Co-Owner's request, Consumer agrees to execute any and all documents or instruments necessary to subject said increased ownership to the lien of this Security Instrument.

**BY SIGNING BELOW,** Consumer accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Consumer and recorded with it.

Witness	 <b>HEMANT SHAH</b>	<b>Consumer</b>
Witness		<b>Consumer</b>
	<b>Consumer</b>	<b>Consumer</b>
	<b>Consumer</b>	<b>Consumer</b>

STATE OF ILLINOIS  
COUNTY OF COOK  
I, Undersigned, a Notary Public in and for said county and state do hereby certify that HEMANT SHAH personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of July, 2009  
My Commission Expires; 4-3-11  
Notary Public  (Seal)



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## Certificate of Undertaking

The Parties agree and acknowledge that the Parties intend there to be a subsequent amendment to this Security Instrument effectuated by an Assignment Agreement and Amendment of Security Instrument whereby the Co-Owner will grant a security interest in its interest in the Property to its Assignee (Co-Owner's Assignee). It is the intent of the Parties that the amendment of this Security Instrument by the Assignment Agreement and Amendment of Security Instrument shall not constitute a separate security instrument or agreement, but shall constitute the same Security Instrument.

IN WITNESS WHEREOF, Co-Owner has executed these presents on **07/9/2009** .

(Co-Owner)

By: *Judith Partlow*  
2004-0000346, LLC  
Judith Partlow, Executive Vice President of  
Guidance Holding Corporation, Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

I, *Debra A. Frenzel*, a Notary public, in the state and County aforesaid do certify that **Judith Partlow**, whose name, as **Executive Vice President** of Guidance Holding Corporation, a Manager of **2004-0000346, LLC**, signed to the writing above, bearing date on the **9th** day of **July**, **2009**, has acknowledged the same before me in my County (or City) aforesaid.

My Commission Expires;

*Nov. 30, 2011*

*Debra A. Frenzel*  
Notary Public (Seal)

DEBRA A. FRENZEL  
NOTARY ID # 7095236  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES NOVEMBER 30, 2011

# UNOFFICIAL COPY

### Consumer's Signature

BY SIGNING BELOW, Consumer acknowledges that the Parties intend there to be a subsequent amendment to this Security Instrument effectuated by an Assignment Agreement and Amendment of Security Instrument whereby the Co-Owner will grant a security interest in its interest in the Property to its Assignee.

Witnesses:

**HEMANT SHAH**

**Consumer**

Witnesses:

**Consumer**

**Consumer**

**Consumer**

**Consumer**

**Consumer**

STATE OF ILLINOIS  
COUNTY OF Cook

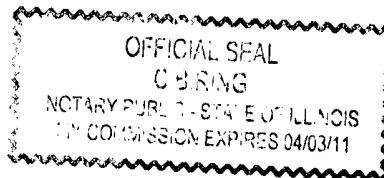
I, UnderSigned, a Notary Public in and for said county and State do hereby certify that **HEMANT SHAH** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and official seal 9<sup>th</sup> day of July 2009

My Commission Expires: 4-3-11

Notary Public

(Seal)





# UNOFFICIAL COPY

## Attachment A

LOT 100 (EXCEPT THE WEST 30.83 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) IN TWIN OAKS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **07/9/2009**, 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 "Consumer") to secure Consumer's Obligation to Pay to **2004-0000346, LLC** (the "Co-Owner" of the same date and covering the Property described in the Security Instrument and located at: **8917 LYONS STREET, DES PLAINES, ILLINOIS 60016 COOK County**

**1-4 FAMILY CONVENANTS.** In addition to the covenants and agreements made in the Security Instrument Co-Owner and Consumer 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 now or hereafter attached to the Property to the extent they are fixtures 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 purpose of supplying or disturbing 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, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, 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 on 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.** Consumer shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Co-Owner has agreed in writing to the change. Consumer shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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

**D. RENT LOSS INSURANCE.** Consumer shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "CONSUMER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. CONSUMER'S OCCUPANCY.** Unless Co-Owner and Consumer otherwise agree in writing, Section 6 concerning Consumer's occupancy of the Property is deleted.

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

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; CO-OWNER IN POSSESSION.** Consumer absolutely and unconditionally assigns and transfers to Co-Owner all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Consumer authorizes Co-Owner or Co-Owner's agents to collect the Rents, and agrees that each Tenant of the Property shall pay the rents to Co-Owner or Co-Owner's agent. However Consumer shall receive the Rents until: (i) Co-Owner has given Consumer notice of default pursuant to Section 22 of the Security Instrument, and (ii) Co-Owner has given notice to the tenant(s) that the Rents are to be paid to Co-Owner or Co-Owner's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Co-Owner gives notice of default to Consumer: (i) all Rents received by Consumer shall be held by Consumer as trustee for the benefit of Co-Owner only, to be applied to the sums secured by the Security Instrument; (ii) Co-Owner shall be entitled to collect and receive all of the Rents of the Property; (iii) Consumer agrees that each tenant of the Property shall pay all Rents due and unpaid to Co-Owner or Co-Owner's agents upon Co-Owner's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Co-Owner or Co-Owner'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) Co-Owner, Co-Owner's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Co-Owner shall be entitled to 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 Co-Owner for such purposes shall become amounts owed of Consumer to Co-Owner secured by the Security Instrument pursuant to Section 9.

Consumer represents and warrants that Consumer has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Co-Owner from exercising its rights under this paragraph.

Co-Owner, or Co-Owner'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 Consumer. However, Co-Owner, or Co-Owner'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 Co-Owner. This assignment of Rents of the Property shall terminate when all the sums secured by Security Instrument are paid in full.

**CROSS-DEFAULT PROVISION.** Consumer's default or breach under any obligation or agreement in which Co-Owner has an interest shall be a breach under the Security Instrument and Co-Owner may invoke any of the remedies permitted by the Security Instrument.

Contract #: 1-0000016745

Date Printed: 3/23/07

G253 Multistate 1-4 Family Rider (2006/08)

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Initials

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Page 2 of 3

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BY SIGNING BELOW, Consumer accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.



HEMANT SHAH

Consumer

Consumer

Consumer

Consumer

Consumer

Consumer

Property of Cook County Clerk's Office

Contract #: 1-0000016745

Date Printed: 3/23/07

G253 Multistate 1-4 Family Rider (2006/08)

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