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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

FIRST AMERICAN TITLE

2358194

Report Mortgage Fraud  
800-532-8785



1233433046

Doc#: 1233433046 Fee: \$70.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/29/2012 09:37 AM Pg: 1 of 17

The property identified as: PIN: 10-36-426-013-0000

**Address:**

**Street:** 6415 N. Washtenaw Ave

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60645

**Lender:** University Islamic Financial Corp.

**Borrower:** Atiyathullah Syed Hussaini a/k/a Atiyathullah S. Hussaini

**Loan / Mortgage Amount:** \$210,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y  
P 17  
S N  
SC Y  
INT 10

**Certificate number:** 2198B796-94D4-4C5C-AE4B-3958849AF1E2

**Execution date:** 11/06/2012

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This instrument was prepared by:

**CHRIS DAYKIN**  
**MIDWEST LOAN SERVICES**  
**30500 NORTHWESTERN HWY STE 201**  
**FARMINGTON HILLS, MICHIGAN 48334**  
**734-822-0015**

When recorded return to:

**MIDWEST LOAN SERVICES**  
**30500 NORTHWESTERN HWY STE 201**  
**FARMINGTON HILLS, MICHIGAN 48334**

MALT™ Number: 940164767

Order Number: 7351194 [Space Above This Line For Recording Data]

**MORTGAGE**  
**SHAPE™ INSTALLMENT CREDIT SALE**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **November 6, 2012**, together with all Riders to this document.

**A.S.H.** a/k/a **Atiyathullah S. Hussaini**

(B) "Obligor" is **ATIYATHULLAH SYED HUSSAINI, A SINGLE MAN**. Obligor's address is **6415 N WASHTEAW AVE, CHICAGO, IL 60645**. Obligor is the mortgagor under this Security Instrument.

(C) "Financier" is **UNIVERSITY ISLAMIC FINANCIAL CORP.**, organized and existing under the laws of **MICHIGAN**. Financier's address is **30500 NORTHWESTERN HWY STE 315, FARMINGTON HILLS, MICHIGAN 48334**. Financier is the mortgagee under this Security Instrument.

(D) "Installment Credit Sale Contract" means the installment sale and purchase agreement signed by Obligor and Financier and dated **November 6, 2012**. The Installment Credit Sale Contract states that Obligor owes Financier **TWO HUNDRED TEN THOUSAND AND NO/100 Dollars (U.S. \$210,000.00)** plus Profit at the rate of **3.750%**. Obligor has promised to pay this obligation in regular Periodic Payments and to pay the obligation in full not later than **December 1, 2042**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Obligation" means the obligation under the Installment Credit Sale Contract, plus Profit and late charges due under the Installment Credit Sale Contract, and all sums due under this Security Instrument, plus Profit.

(G) "Riders" means all Riders to this Security Instrument that are executed by Obligor. The following Riders are to be executed by Obligor [check box as applicable]:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate 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"/> VA Rider          |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other [Specify]             |   |  |



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(H) **"Applicable Law"** means all controlling applicable federal, 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.

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

(J) **"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.

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

(L) **"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.

(M) **"Periodic Payment"** means the regularly scheduled amount due for (i) Original Purchase Price and Profit under the Installment Credit Sale Contract, plus (ii) any amounts under Section 3 of this Security Instrument.

(N) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Obligation or the SHAPE™ Installment Credit Sale does not qualify as a "federally related mortgage loan" under RESPA.

(O) **"Successor in Interest of Obligor"** means any party that has taken title to the Property, whether or not that party has assumed Obligor's obligations under the Installment Credit Sale Contract and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Financier: (i) the payment of the Obligation, and all renewals, extensions and modifications of the Installment Credit Sale Contract; and (ii) the performance of Obligor's covenants and agreements under this Security Instrument and the Installment Credit Sale Contract. For this purpose, Obligor does hereby mortgage, warrant, grant and convey to Financier and Financier's successors and assigns, the following described property located in the County of COOK:

\*\*\*SEE ATTACHED LEGAL\*\*\*

Parcel ID Number: 10-36-426-013-0000

which currently has the address of 6415 N. WASHTENAW AVE  
CHICAGO, ILLINOIS 60645, ("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."



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**OBLIGOR COVENANTS** that Obligor 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. Obligor 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 (A) covenants based on uniform covenants for national use but modified to reflect the nature of the SHAPE™ Installment Credit Sale, including both the Obligor's adherence to moral or religious limitations against borrowing money at interest, and the payment of Profit in lieu of interest and (B) non-uniform covenants with limited variations by jurisdiction to constitute a modified uniform security instrument covering real property.

**MODIFIED UNIFORM COVENANTS.** Obligor and Financier covenant and agree as follows:

**1. Payment of Original Purchase Price, Profit, Escrow Items, and Late Charges.** Obligor shall pay when due the Original Purchase Price and Profit due under the Installment Credit Sale Contract and any late charges due under the Installment Credit Sale Contract. Obligor shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Installment Credit Sale Contract and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Financier as payment under the Installment Credit Sale Contract or this Security Instrument is returned to Financier unpaid, Financier may require that any or all subsequent payments due under the Installment Credit Sale Contract and this Security Instrument be made in one or more of the following forms, as selected by Financier: (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 Financier when received at the location designated in the Installment Credit Sale Contract or at such other location as may be designated by Financier in accordance with the notice provisions in Section 14. Financier may return any payment or partial payment if the payment or partial payments are insufficient to bring the Obligation current. Financier may accept any payment or partial payment insufficient to bring the Obligation current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Financier is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Financier need not pay interest on unapplied funds. Financier may hold such unapplied funds until Obligor makes payment to bring the Obligation current. If Obligor does not do so within a reasonable period of time, Financier shall either apply such funds or return them to Obligor. If not applied earlier, such funds will be applied to the outstanding balance of the Original Purchase Price under the Installment Credit Sale Contract immediately prior to foreclosure. No offset or claim which Obligor might have now or in the future against Financier shall relieve Obligor from making payments due under the Installment Credit Sale Contract 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, all payments accepted and applied by Financier shall be applied in the following order of priority: (a) Profit due under the Installment Credit Sale Contract; (b) Original Purchase Price due under the Installment Credit Sale Contract; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the balance of the Original Purchase Price under the Installment Credit Sale Contract.

If Financier receives a payment from Obligor for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Financier may apply any payment received from Obligor to the payment of the Periodic Payments if, and to the extent that, each 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 charges due. Voluntary prepayments shall be applied as described in the Installment Credit Sale Contract.



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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to Original Purchase Price due under the Installment Credit Sale Contract shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Obligor shall pay to Financier on the day Periodic Payments are due under the Installment Credit Sale Contract, until the Obligation is paid in full, a sum (the "Funds") 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; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Financier under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Obligation, Financier may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Obligor, and such dues, fees and assessments shall be an Escrow Item. Obligor shall promptly furnish to Financier all notices of amounts to be paid under this Section. Obligor shall pay Financier the Funds for Escrow Items unless Financier waives Obligor's obligation to pay the Funds for any or all Escrow Items. Financier may waive Obligor's obligation to pay to Financier Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Obligor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Financier and, if Financier requires, shall furnish to Financier receipts evidencing such payment within such time period as Financier may require. Obligor'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 Obligor is obligated to pay Escrow Items directly, pursuant to a waiver, and Obligor fails to pay the amount due for an Escrow Item, Financier may exercise its rights under Section 9 and pay such amount and Obligor shall then be obligated under Section 9 to repay to Financier any such amount. Financier may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Obligor shall pay to Financier all Funds, and in such amounts, that are then required under this Section 3.

Financier may, at any time, collect and hold Funds in an amount (a) sufficient to permit Financier to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Financier shall 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 Financier, if Financier is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Financier shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Financier shall not charge Obligor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Financier pays Obligor interest on the Funds and Applicable Law permits Financier to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Financier shall not be required to pay Obligor any interest or earnings on the Funds. Obligor and Financier can agree in writing, however, that interest shall be paid on the Funds. If such interest is required by agreement or by Applicable Law, Obligor may, in its sole discretion, pay such interest to charity. Financier shall give to Obligor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Financier shall account to Obligor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Financier shall notify Obligor as required by RESPA, and Obligor shall pay to Financier the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Financier shall notify Obligor as required by RESPA, and Obligor shall pay to Financier the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Financier shall promptly refund to Obligor any Funds held by Financier.

**4. Charges; Liens.** Obligor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if



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any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Obligor shall pay them in the manner provided in Section 3.

Obligor shall promptly discharge any lien which has priority over this Security Instrument unless Obligor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Financier, but only so long as Obligor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Financier'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 Financier subordinating the lien to this Security Instrument. If Financier determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, Financier may give Obligor a notice identifying the lien. Within 10 days of the date on which that notice is given, Obligor shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Financier may require Obligor to pay a one-time charge for a real estate tax verification and/or reporting service used by Financier in connection with this Obligation.

**5. Property Insurance.** Obligor 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, but not limited to, earthquakes and floods, for which Financier requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Financier requires. What Financier requires pursuant to the preceding sentences can change during the term of the Obligation. The insurance carrier providing the insurance shall be chosen by Obligor subject to Financier's right to disapprove Obligor's choice, which right shall not be exercised unreasonably. Financier may require Obligor to pay, in connection with this Obligation, 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. Obligor 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 Obligor.

If Obligor fails to maintain any of the coverages described above, Financier may obtain insurance coverage, at Financier's option and Obligor's expense. Financier is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Financier, but might or might not protect Obligor, Obligor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Obligor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Obligor could have obtained. Any amounts disbursed by Financier under this Section 5 shall become additional obligation of Obligor secured by this Security Instrument and shall be payable upon notice from Financier to Obligor requesting payment.

All insurance policies required by Financier and renewals of such policies shall be subject to Financier's right to disapprove such policies, shall include a standard mortgage clause, and shall name Financier as mortgagee and/or as an additional loss payee. Financier shall have the right to hold the policies and renewal certificates. If Financier requires, Obligor shall promptly give to Financier all receipts of paid premiums and renewal notices. If Obligor obtains any form of insurance coverage, not otherwise required by Financier, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Financier as mortgagee and/or as an additional loss payee.

In the event of loss, Obligor shall give prompt notice to the insurance carrier and Financier. Financier may make proof of loss if not made promptly by Obligor. Unless Financier and Obligor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Financier, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Financier's security is not lessened. During such repair and restoration period, Financier shall have the right to hold such insurance proceeds until Financier has had an opportunity to inspect such Property to ensure the work has been completed to Financier's satisfaction, provided that such inspection shall be undertaken promptly. Financier 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 an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Financier shall not be required to pay Obligor any interest or earnings on such proceeds. If such interest is required by agreement or by Applicable Law, Obligor may,



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in its sole discretion, pay such interest to charity. Fees for public adjusters, or other third parties, retained by Obligor shall not be paid out of the insurance proceeds and shall be the sole obligation of Obligor. If the restoration or repair is not economically feasible or Financier'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 the excess, if any, paid to Obligor. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Obligor abandons the Property, Financier may file, negotiate and settle any available insurance claim and related matters. If Obligor does not respond within 30 days to a notice from Financier that the insurance carrier has offered to settle a claim, then Financier may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Financier acquires the Property under Section 21 or otherwise, Obligor hereby assigns to Financier (a) Obligor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Installment Credit Sale Contract or this Security Instrument, and (b) any other of Obligor's rights (other than the right to any refund of unearned premiums paid by Obligor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Financier may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Installment Credit Sale Contract or this Security Instrument, whether or not then due.

**6. Occupancy.** Obligor shall occupy, establish, and use the Property as Obligor's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Obligor's principal residence for at least one year after the date of occupancy, unless Financier otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Obligor's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Obligor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Obligor is residing in the Property, Obligor 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, Obligor 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, Obligor shall be responsible for repairing or restoring the Property only if Financier has released proceeds for such purposes. Financier 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, Obligor is not relieved of Obligor's obligation for the completion of such repair or restoration.

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

**8. Obligor's SHAPE™ Installment Credit Sale Application.** Obligor shall be in default if, during the SHAPE™ Installment Credit Sale application process, Obligor or any persons or entities acting at the direction of Obligor or with Obligor'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 Obligation. Material representations include, but are not limited to, representations concerning Obligor's occupancy of the Property as Obligor's principal residence.

**9. Protection of Financier's Interest in the Property and Rights Under this Security Instrument.** If (a) Obligor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Financier'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) Obligor has abandoned the Property, then Financier may do and pay for whatever is reasonable or appropriate to protect Financier'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. Financier's actions can include, but are not limited to: (a) paying any sums secured by a lien



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which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' 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 Financier may take action under this Section 9, Financier does not have to do so and is not under any duty or obligation to do so. It is agreed that Financier incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Financier under this Section 9 shall become additional obligation of Obligor secured by this Security Instrument and shall be payable upon notice from Financier to Obligor requesting payment.

If this Security Instrument is on a leasehold, Obligor shall comply with all the provisions of the lease. If Obligor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Financier agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Financier.

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 Financier's security is not lessened. During such repair and restoration period, Financier shall have the right to hold such Miscellaneous Proceeds until Financier has had an opportunity to inspect such Property to ensure the work has been completed to Financier's satisfaction, provided that such inspection shall be undertaken promptly. Financier may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Financier shall not be required to pay Obligor any interest or earnings on such Miscellaneous Proceeds. If such interest is required by agreement or by Applicable Law, Obligor may, in its sole discretion, pay such interest to charity. If the restoration or repair is not economically feasible or Financier'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 Obligor. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, 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 Obligor.

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 Obligor and Financier 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 Obligor.

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 Obligor and Financier 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.

If the Property is abandoned by Obligor, or if, after notice by Financier to Obligor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Obligor fails to respond to Financier within 30 days after the date the notice is given, Financier 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 Obligor Miscellaneous Proceeds or the party against whom Obligor has a right of action in regard to Miscellaneous Proceeds.





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Obligor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Financier's judgment, could result in forfeiture of the Property or other material impairment of Financier's interest in the Property or rights under this Security Instrument. Obligor can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Financier's judgment, precludes forfeiture of the Property or other material impairment of Financier'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 Financier's interest in the Property are hereby assigned and shall be paid to Financier.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Obligor covenants and agrees that Obligor's obligations and liability shall be joint and several. However, any Obligor who co-signs this Security Instrument but does not execute the Installment Credit Sale Contract (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 Financier and any other Obligor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Installment Credit Sale Contract without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Obligor who assumes Obligor's obligations under this Security Instrument in writing, and is approved by Financier, shall obtain all of Obligor's rights and benefits under this Security Instrument. Obligor shall not be released from Obligor's obligations and liability under this Security Instrument unless Financier agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successor and assigns of Financier.

**13. Obligation Charges.** Financier may charge Obligor fees for services performed in connection with Obligor's default, for the purpose of protecting Financier's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' 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 Obligor shall not be construed as a prohibition on the charging of such fee. Financier may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Obligation is subject to a law which sets maximum loan or similar charges, and that law is finally interpreted so that the Profit or other obligation charges collected or to be collected in connection with the Obligation exceed the permitted limits, then: (a) any such obligation charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Obligor which exceeded permitted limits will be refunded to Obligor. Financier may choose to make this refund by reducing the Original Purchase Price owed under the Installment Credit Sale Contract or by making a direct payment to Obligor. If a refund reduces Original Purchase Price, the reduction will be treated as a partial prepayment without any prepayment charge. Obligor's acceptance of any such refund made by direct payment to Obligor will constitute a waiver of any right of action Obligor might have arising out of such overcharge.



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**14. Notices.** All notices given by Obligor or Financier in connection with this Security Instrument must be in writing. Any notice to Obligor in connection with this Security Instrument shall be deemed to have been given to Obligor when mailed by first class mail or when actually delivered to Obligor's notice address if sent by other means. Notice to any one Obligor shall constitute notice to all Obligors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Obligor has designated a substitute notice address by notice to Financier. Obligor shall promptly notify Financier of Obligor's change of address. If Financier specifies a procedure for reporting Obligor's change of address, then Obligor 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 Financier shall be given by delivering it or by mailing it by first class mail to Financier's address stated herein unless Financier has designated another address by notice to Obligor. Any notice in connection with this Security Instrument shall not be deemed to have been given to Financier until actually received by Financier. 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.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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, the Installment Credit Sale Contract, conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument, the Installment Credit Sale Contract, 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.

**16. Obligor's Copy.** Obligor shall be given one copy of the Installment Credit Sale Contract, and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Obligor.** As used in this Section 17, "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 Obligor at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Obligor is not a natural person and a beneficial interest in Obligor is sold or transferred) without Financier's prior written consent, Financier may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Financier if such exercise is prohibited by Applicable Law.

If Financier exercises this option, Financier shall give Obligor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Obligor must pay all sums secured by this Security Instrument. If Obligor fails to pay these sums prior to the expiration of this period, Financier may invoke any remedies permitted by this Security Instrument without further notice or demand on Obligor.

**18. Obligor's Right to Reinstate After Acceleration.** If Obligor meets certain conditions, Obligor 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 Obligor's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Obligor: (a) pays Financier all sums which then would be due under this Security Instrument and the Installment Credit Sale Contract 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Financier's interest in the Property and rights under this Security Instrument; and (d) takes such action as



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Financier may reasonably require to assure that Financier's interest in the Property and rights under this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Financier may require that Obligor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Financier: (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 Obligor, this Security Instrument and 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 Section 17.

**19. Sale of the Installment Credit Sale Contract; Change of Servicer; Notice of Grievance.** The Installment Credit Sale Contract or a partial interest in the Installment Credit Sale Contract (together with this Security Instrument) can be sold one or more times without prior notice to Obligor. A sale might result in a change in the entity (known as the "Servicer") that collects Periodic Payments due under the Installment Credit Sale Contract and this Security Instrument and performs other servicing obligations under the Installment Credit Sale Contract, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to such sale. If there is a change of the Servicer, Obligor will be given written notice of the change which will state the name and address of the new Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Installment Credit Sale Contract are sold and thereafter the Obligation is serviced by a Servicer other than the purchaser of the Installment Credit Sale Contract, the servicing obligations to Obligor will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the purchaser unless otherwise provided by the purchaser.

Neither Obligor nor Financier 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 Obligor or Financier has notified the other party (with such notice given in compliance with the requirements of Section 14) 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 acceleration and opportunity to cure given to Obligor pursuant to Section 21 and the notice of acceleration given to Obligor pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (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.

Obligor 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. Obligor 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).

Obligor shall promptly give Financier 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 Obligor 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



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by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Obligor 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, Obligor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Financier for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Obligor and Financier further covenant and agree as follows:

**21. Acceleration; Remedies.** Financier shall give notice to Obligor prior to acceleration following Obligor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 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 Obligor, 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 and sale of the Property. The notice shall further inform Obligor 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 Obligor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Financier 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. Financier shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 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, Financier shall prepare and file a discharge of this Security Instrument. Financier may charge Obligor 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.

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

**24. Placement of Collateral Protection Insurance.** Unless Obligor provides Financier with evidence of the insurance coverage required by Obligor's agreement with Financier, Financier may purchase insurance at Obligor's expense to protect Financier's interests in Obligor's collateral. This insurance may, but need not, protect Obligor's interests. The coverage that Financier purchases may not pay any claim that Obligor makes or any claim that is made against Obligor in connection with the collateral. Obligor may later cancel any insurance purchased by Financier, but only after providing Financier with evidence that Obligor has obtained insurance as required by Obligor's and Financier's agreement. If Financier purchases insurance for the collateral, Obligor will be responsible for the costs of that insurance, including interest and any other charges Financier may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Obligor's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Obligor may be able to obtain on its own.



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

_____	Witness	_____	Witness
<u>Atiyathullah S Hussaini</u>	(Seal)	_____	(Seal)
ATYATHULLAH SYED HUSSAINI	-Obligor	_____	-Obligor

STATE OF ILLINOIS, Cook County ss:

I, Paula M Avenaim a Notary Public in and for said county and state do hereby certify that Atiyathullah Syed Hussaini, personally known to me to be the same person(s) whose name(s) 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 6<sup>th</sup> day of November, 2012.

My Commission Expires: 3/5/13

Paula M Avenaim  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: LOT 22 IN BLOCK 3 IN DEVON ROCKWELL ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE EAST 696.75 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index #/s. 10-36-426-013-0000 Vol. 0504

Property Address: 6415 North Washtenaw Avenue, Chicago, Illinois 60645

Property of Cook County Clerk's Office

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **6th day of November, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage or Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Obligor") to secure Obligor's Installment Credit Sales Contract to **UNIVERSITY ISLAMIC FINANCIAL CORP.** (the "Financier") of the same date and covering the Property described in the Security Instrument and located at:

**6415 N. WASHTENAW AVE  
CHICAGO, ILLINOIS 60645**  
(Property Address)

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

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is 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.** Obligor shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Financier has agreed in writing to the change. Obligor 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, Obligor shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Financier's prior written permission.

**MULTISTATE 1-4 FAMILY RIDER**

IDS, Inc.

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Obligor(s) Initials

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

**E. "OBLIGOR'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

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

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

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; FINANCIER IN POSSESSION.** Obligor absolutely and unconditionally assigns and transfers to Financier all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Obligor authorizes Financier or Financier's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Financier or Financier's agents. However, Obligor shall receive the Rents until (i) Financier has given Obligor notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Financier has given notice to the tenant(s) that the Rents are to be paid to Financier or Financier's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Financier gives notice of breach to Obligor: (i) all Rents received by Obligor shall be held by Obligor as trustee for the benefit of Financier only, to be applied to the sums secured by the Security Instrument; (ii) Financier shall be entitled to collect and receive all of the Rents of the Property; (iii) Obligor agrees that each tenant of the Property shall pay all Rents due and unpaid to Financier or Financier's agents upon Financier's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Financier or Financier'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, attorneys' 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) Financier, Financier's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Financier 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 Financier for such purposes shall become indebtedness of Obligor to Financier secured by the Security Instrument pursuant to Uniform Covenant 7.

Obligor represents and warrants that Obligor has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Financier from exercising its rights under this paragraph.

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

**I. CROSS-DEFAULT PROVISION.** Obligor's default or breach under any Installment Credit Sales Contract or agreement in which Financier has an interest shall be a breach under the Security Instrument and Financier may invoke any of the remedies permitted by the Security Instrument.

MULTISTATE 1-4 FAMILY RIDER

IDS, Inc.

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Obligor(s) Initials

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

*Atiyathullah S. Hussaini*

ATYATHULLAH SYED HUSSAINI

-Obligor

-Obligor

Property of Cook County Clerk's Office

MULTISTATE 1-4 FAMILY RIDER

IDS, Inc.

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