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### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1528239041 Fee: \$58.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/09/2015 11:12 AM Pg: 1 of 11

Report Mortgage Freud 800-532-8785

The property identified as:

PIN: 10-35-301-054-0000

Address:

Street:

6733 HARDING AVE N

Street line 2:

City: LINCOLNWOOD

State: IL

**ZIP Code: 60712** 

Lender: U.S. BANK NATIONAL ASSOCIATION

Borrower: KASIM B. AHMED AND RUQAYYA N. AHMED

Loan / Mortgage Amount: \$250,000.00

County Clark's 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.

Certificate number: 613EEFFF-88C8-4528-BD16-3B380D53124F

Execution date: 9/22/2015

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Prepared By: Joseph Reviews, Ltd. Southwest Financial Services, Ltd. 537 E Pete Rose Way, STE 300 Cincinnati, OH 45202



Return To (name and address): Indecomm Global Services 1260 Energy Lane Saint Paul, MN 55108

State of Illir ois	Space Above This Line For Recording Data
80587489	MORTGAGE
(),	(With Future Advance Clause)
. DATE AND PARTIES. The date of	this Mortgage (Security Instrument) is
The parties and their addresses are as	follows:
MORTGAGOR:	THE WHEN IMPRIED TO EACH OTHER
KASIM B. AHMED AND RUQA	⟨Y⟨N, AHMED, MARRIED TO EACH OTHER
	00/
40.05.004.054.0000	0/
10-35-301-054-0000 LENDER:	$\tau_{\sim}$
U.S. Bank National Association,	
	organized under the lav s of the United States
425 Walnut Street	C <sub>A</sub>
Cincinnati,OH 45202	'7x.
CONVEYANCE For good and val	uable consideration, the receipt and sarticiency of which is acknowledged, and to
secure the Secured Debt (defined bel-	ow) and Mortgagor's performance under this Security Instrument, Mortgagor grants,
bargains, sells, conveys, mortgages a	and warrants to Lender the following described property:
See attached Exhibit "A"	· O <sub>A</sub>
	4
	1,0
The property is located inCOOK.	COUNTY at
	(County)
	LNWOOD , Illinois
(Address)	(CN)
rights, ditches, and water stock and	appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian all existing and future improvements, structures, fixtures, and replacements that may
now, or at any time in the future, be	part of the real estate described above (all referred to as "Property").
3. SECURED DEBT AND FUTURE A	ADVANCES. The term "Secured Debt" is defined as follows:
A Debt incurred under the terms	of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt
described below and all their e	extensions, renewals, modifications or substitutions. (You must specifically identify the e final maturity date of such debt(s)
Borrower(s): KASIM AHME	D and RUQAYYA AHMED
Principal/Maximum Line Ar	nount: 250,000.00
Maturity Date: 09/22/2045	
Note Date: 09/22/2015	
ILLINOIS - HOME FOURTY LINE OF CREDIT N	MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) (page )-pf 6)

©1994 Wolters Kluwer Financial Services - Bankers Systems<sup>TM</sup> Form USBOCPMTG-IL 11/16/2012 6097AD 11/12

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sum, advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's proposal dwelling that is created by this Security Instrument.

4. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Martgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

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

**Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow an molification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

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

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnatio. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep P op rty insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withher. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect it oder's rights in the Property according to the terms of this Security Instrument.

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

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any paymer... Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secure.\(^1\) Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any mancial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. DEFAULT. Mortgagor will be in default if any of the following occur:

**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or anothe, lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES ON DEFACET. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instance, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebteaces due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the  $r_{\rm g}$  red fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice it required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in paymera or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remody on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens age:

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenser Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include out are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rear of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Conder in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect u till released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgago, shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall im no lately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY; CO-SACYERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrumer cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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(Signature) KASIM B. AHMED  Loan Originator Organization ID: 402761  Loan Originator Organization:  U.S. Bank National Association  ACKNOWLEDGMENT:  STATE OF  This instrument was acknowledged be by KASIM B. AHMED AND RUQ  My commission expires:  (Seal)	(Signature) RIVOAY AN. AHMED  Originator ID: 000001122051  Originator Name: TIME KRAJA  COUNTY OF COUNTY O	} ss.
Loan Originator Organization ID: 402761 Loan Originator Organization: U.S. Bank National Association  ACKNOWLEDGMENT:	Originator ID: 000001122051 Originator Name: TIME KRAJA	} ss.
Loan Originator Organization ID: <b>402761</b> Loan Originator Organization:	(Signature) RIVOAY AN. AHMED  Originator ID: 000001122051  Originator Name: TIME KRAJA	3
Loan Originator Organization ID: 402761	(Signature) RIVOAY N. AHMED  Originator ID: 000001122051  Originator Name: TIME KRAJA	5
	(Signature) RIVOAYAN, AHMED	4
Kagrum HAMEC	(Signature) RIVAYVAN AHMED	4
	You and worth	
If checked, refer to the attached A acknowledgments.	Addendum incorporated herein, for additional Mortgagors, their sign	natures and
any attachments. Mortgagor also acknowledges	receipt of a copy of this Security Instrument on the date stated on p	page 1.
	ragrees to the terms and coveragnts contained in this Security Instrum	
	TC	
	00/	
O <sub>j</sub> c		
19. ☐ ADDITIONAL TERMS.		
[Check all applicable coxes]  Assignment of Leases and Rents Of	ther . Mortgage.Rider	
18. RIDERS. The covenants and agreements of amend the terms of this Security Instrument.	f each of the riders checked below are incorporated into and supplement.	ment and
	ument is governed by the laws as agreed to in the Secured Debt, exc on where the Property is located, and applicable federal laws and reg	
zero balance, this Security Instrument will re	cludes a revolving line of credit. Although the Secured Debt may be remain in effect until released.	reduced to a
contained in this Security Instrument.  16. LINE OF CREDIT. The Secured Debt inc	ament to protect Lender's security and to perform any of the covenan	nts

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#### **EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 24139881

Index #: 10-35-301-054-0000

Order Date: 08/18/2015

Registered Land:

Reference: 20152309144921

Parcel #: 10-35-301-054-0000

Name: KASIM AHMED RUQAYYA AHMED

Deed P. ef : 0826611106

#### SITUATED IN TAKE COUNTY OF COOK IN THE STATE OF ILLINOIS TO WIT:

THE NORTH ONE HALF OF LOT 6 AND ALL OF LOT 5 IN BLOCK 2 IN LINCOLN AVENUE GARDENS BEING A SU', D', VISION OF PART OF THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT NUMBER 9548461 C. COOK COUNTY ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXLS AND ASSESSMENTS NOT YET DUE AND PAYABLE.

OKA CIENTS OFFICE BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 0826611106, OF THE COOK COUNTY, ILLINOIS RECORDS.

6650 10/1/2015 80087489/1

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### **Mortgage Rider**

Lender

U.S. Bank National Association, a national banking association organized under the laws of the United States 425 Walnut Street Cincinnati, OH 45252 Owner

KASIM B. AHMED AND RUQAYYA N. AHMED, MARRIED TO EACH OTHER

Property Address:

6733 'AP.RDING AVE N, LINCOLNWOOD, IL 60712-2501

#### Mortgage Rider

This Mortgage Rider, dated 09/22/2015 is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described above.

#### Secured Debt

Secured Debt. The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z.

#### **Escrow**

Secretary Escrow Secretary Escrow For Taxes and Insurance section is revised to read as follows:

 $\square$  Escrow for Taxes and Insurance.

As provided in a separate agreement, the Mortgagor or Grantor agrees to pay to Lender funds for taxes and insurance in escrow

■ Escrow for Taxes and Insurance.

Lender will collect escrow payments from Mortgagor or Grantor as part of Mortgagor or Grantor's regularly scheduled payments under the Loan. Lender will apply Mortgagor or Grantor's payments in the following order: (1) payment protection or insurance (in applicable), (2) interest, (3) escrow, (4) principal, and (5) other fees. The escrow for a shall be held in an account with Lender or any other federally insured depository institution.

Escrow for Taxes and Insurance.

Mortgagor or Grantor will pay to Lender

amounts for (a) yearly taxes and a sessements on the Property which under the low may be superior to this Security Instrumera, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any).

Mortgage Rider VMP<sup>®</sup> Bankers Systems<sup>TM</sup> Wolters Kluwer Financial Services <sup>©</sup> 2009



USB-MTG-R 3/25/2010

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Mortgagor or Grantor will pay those amounts to Lender unless Lender tells Mortgagor or Grantor, in writing, that Mortgagor or Grantor does not have to do so, counless the law requires otherwise. Morgogor or Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Mortgagor or Cantor's yearly taxes, assessments, leavened payments or ground rents and insurance remiums, which will be called the Escrow Iter's. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that Mortgagor or Crantor pays to Lender for Escrow Items under this section will be called the Funds. Lender will collect and hold Funds in an amount not to exceed the maximum amount a lender for a fed ra' v related mortgage loan may require for Mortgagor or Grantor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 (as amended), unless another law that applies to the Funds sets a lesser amount. If so, Lender will collect and hold Funds in the lesser amount.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items. Lender will give Mortgagor or Grantor, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge Mortgagor or Grantor for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing Mortgagor or Grantor's payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge Mortgagor or Grantor for these services if Lender pays Mortgagor or Grantor interest on the Funds and if the law permits Lender to make such a charge. Lender may require Mortgagor or Grantor to pay a one-time charge for an independent real estate tax reporting service used by Lender in accordance with the Secured Debts, unless applicable law provides otherwise. Lender will not be required to pay Mortgagor or Grantor any interest or earnings on the Funds unless either (i) Lender and Mortgagor or Grantor agree in writing, at the time Mortgagor or Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender will account to borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due. Ender may notify borrower in writing, and, in such case, borrower will pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default rader this Security Instrument, Lender Jeclaria all Secured Debts due and payable, Lender may then apply any Funds against the Second Debts.

When Mortgagor or Grantor has paid all of the sums secured, Lender will promptly refund to Mortgagor or Grantor any Funds that are then being held by Lender. 1528239041 Page: 11 of 11

## **UNOFFICIAL COPY**

Signatures	
Signatures. The Undersigned agree to the terms contained in this Rider.	
Owner	
Marin House of	
(Water 101)	Date
Date 09/22/2015	(Seal)
KASIM B. AHMED (Seal)	(Scal)
2	
Kurganna Nothersk	Date
Date 09/22/2015	
RUQAYYA N. AHMED (Seal)	(Seal)
V	17
Refer to the attached <b>Signature Addendum</b> for additional parties and signatures.	
	USB-MTG-R 3/25/2010
Mortgage Rider VMP <sup>®</sup> Bankers Systems <sup>tM</sup> Wolters Kluwer Financial Services <sup>©</sup> 2009	Page 3 of 3
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	175.
	USB-MTG-R 3/25/2010 Page 3 of 3
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