

# UNOFFICIAL COPY

Doc#: 2024807324 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 09/04/2020 12:38 PM Pg: 1 of 19

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 10-21-330-036-1005**

**Address:**

**Street:** 5200 OAKTON STREET

**Street line 2:** APT 105

**City:** SKOKIE

**State:** IL

**ZIP Code:** 60077

**Lender:** UIF CORPORATION

**Borrower:** ABUL W BASHER AND PARVEEN BASHER

**Loan / Mortgage Amount:** \$149,110.00

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.

**Certificate number:** 56AEF9BA-EE9E-4A07-BBE4-8310D759C179

**Execution date:** 6/9/2020

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Drafted By and After Recording Return To:  
University Bank  
29777 Telegraph Road, Suite 3500  
Southfield, MICHIGAN 48034

Record and Return To  
First Title and Escrow Inc  
1 Park West Circle Ste 104  
Midlothian, VA 23114  
189037

(Space Above This Line For Recording Data)

Parcel ID: 10-21-330-036-1005

## MORTGAGE

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **June 9, 2020**, together with all Riders to this document.
- (B) "Customer" is **ABUL W BASHER AND PARVEEN BASHER, HUSBAND AND WIFE**. Customer's address is **14628 CARRIGAN CT GRANGER, IN 46530**. Customer is the mortgagor under this Security Instrument.
- (C) "Joint Owner" is **UIF CORPORATION**. Joint Owner is organized and existing under the laws of the State of **MICHIGAN**. Joint Owner's address is **29777 TELEGRAPH ROAD STE 3590, SOUTHFIELD, MICHIGAN 48034**. Joint Owner is the mortgagee under this Security Instrument.
- (D) "Declining Balance Agreement" means the certain agreement signed by and between Customer and Joint Owner dated **June 9, 2020**, pursuant to which Customer is obligated to pay the Buyout Price in the principal amount of **ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED TEN AND NO/100 Dollars (U.S. \$149,110.00)** plus Use Payments inclusive of Profit (as such terms are defined in the Declining Balance Agreement and Payment Agreement, respectively, and hereinafter referred to as "Use Payments"). Customer has promised to pay this obligation in regular Periodic Payments and to pay the obligation in full not later than **July 1, 2035**.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Obligation" means all obligations under the Declining Balance Agreement and Payment Agreement (including Profit), and late charges due under the Declining Balance Agreement and Payment Agreement, and all sums due under this Security Instrument.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Customer. The following Riders are to be executed by Customer (check box as applicable):
 

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Second home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Legal Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	
<input checked="" type="checkbox"/> Other(s) (specify) <b>Legal Description</b>		
- (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.

Borrower(s) Initials

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(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Customer 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) **"Mortgage Insurance"** means insurance protecting Joint Owner against the nonpayment of, or default on, the Obligation.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) Buyout Payments and Use Payments under the Declining Balance Agreement setting forth certain payment obligations of Customer, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"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 does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Customer"** means any party that has taken title to the Property, whether or not that party has assumed Customer's obligations under the Declining Balance Agreement, Payment Agreement and/or this Security Instrument.

(Q) **"Payment Agreement"** means that certain agreement of even date herewith executed by Customer in connection with the Declining Balance Payment Agreement setting forth certain payment obligations of Customer.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Joint Owner: (i) the payment of the Obligation, and all renewals, extensions and modifications of the Declining Balance Agreement and Payment Agreement; and (ii) the performance of Customer's covenants and agreements under this Security Instrument, the Declining Balance Agreement and the Payment Agreement. For this purpose, Customer does hereby mortgage, warrant, grant and convey to Joint Owner and Joint Owner's successors and assigns, the following described property located in the County of COOK:

### SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: **10-21-330-036-1005**

which currently has the address of: **5200 OAKTON ST APT 105  
SKOKIE, ILLINOIS 60077**

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all rents, leases, issues and profits derived from 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."

Customer and Joint Owner have entered into the Declining Balance Agreement and Payment Agreement, both of which are secured by this Security Instrument, to (i) facilitate the Customer's acquisition of the Property, or (ii) to facilitate the replacement of existing financing secured by the Property, in a manner that complies with observance of Customer's religious beliefs.

CUSTOMER COVENANTS that Customer is lawfully seised 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. Customer warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.



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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property and, additionally, contains covenants to reflect the nature of the specific transaction as stated in the Declining Balance Agreement and Payment Agreement.

**UNIFORM COVENANTS.** Customer and Joint Owner covenant and agree as follows:

**1. Payment of Buyout Price, Use Payments, Escrow Items, and Late Charges.** Customer shall pay when due the Buyout Price and Use Payments due under the Declining Balance Agreement and Payment Agreement and any late charges due under the Declining Balance Agreement and Payment Agreement. Customer shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Declining Balance Agreement, Payment Agreement and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Joint Owner as payment under the Declining Balance Agreement, Payment Agreement or this Security Instrument is returned to Joint Owner unpaid, Joint Owner may require that any or all subsequent payments due under the Declining Balance Agreement and this Security Instrument be made in one or more of the following forms, as selected by Joint Owner: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Joint Owner when received at the location as designated in the Declining Balance Agreement and Payment Agreement or at such other location as may be designated by Joint Owner in accordance with the notice provisions in Section 15. Joint Owner may return any payment or partial payment if the payment or partial payments are insufficient to bring the Obligation current. Joint Owner 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 Joint Owner is not obligated to apply such payments at the time such payments are accepted. Joint Owner may hold such unapplied funds until Customer makes payment to bring the Obligation current. If Customer does not do so within a reasonable period of time, Joint Owner shall either apply such funds or return them to Customer. If not applied earlier, such funds will be applied to the outstanding principal balance under the Declining Balance Agreement and Payment Agreement immediately prior to foreclosure. No offset or claim which Customer might have now or in the future against Joint Owner shall relieve Customer from making payments due under the Declining Balance Agreement, Payment Agreement 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 Joint Owner shall be applied in the following order of priority: (a) Profit due under the Declining Balance Agreement and Payment Agreement; (b) Buyout Payments due under the Declining Balance Agreement and Payment Agreement; (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 the Security Instrument, and then to reduce the balance of the Buyout Price under the Declining Balance Agreement and Payment Agreement.

If Joint Owner receives a payment from Customer 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, Joint Owner may apply any payment received from Customer 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 Declining Balance Agreement and Payment Agreement.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Declining Balance Agreement and Payment Agreement shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Customer shall pay to Joint Owner on the day Periodic Payments are due under the Declining Balance Agreement and Payment Agreement, 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; (c) premiums for any and all insurance required by Joint Owner under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Customer to Joint Owner in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Declining Balance Agreement and Payment Agreement, Joint Owner may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Customer, and such dues, fees and assessments shall be an Escrow Item. Customer shall promptly furnish to Joint Owner all notices of amounts to be paid under this Section. Customer shall pay Joint Owner the Funds for Escrow Items unless Joint Owner waives Customer's obligation to pay the Funds for any or all Escrow Items. Joint Owner may waive Customer's obligation to pay to Joint Owner Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Customer shall pay directly, when and where payable, the amounts due for any Escrow Items

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for which payment of Funds has been waived by Joint Owner and, if Joint Owner requires, shall furnish to Joint Owner receipts evidencing such payment within such time period as Joint Owner may require. Customer'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 Customer is obligated to pay Escrow Items directly, pursuant to a waiver, and Customer fails to pay the amount due for an Escrow Item, Joint Owner may exercise its rights under Section 9 and pay such amount and Customer shall then be obligated under Section 9 to repay to Joint Owner any such amount. Joint Owner may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Customer shall pay to Joint Owner all Funds, and in such amounts, that are then required under this Section 3.

Joint Owner may, at any time, collect and hold Funds in an amount (a) sufficient to permit Joint Owner to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a Joint Owner can require under RESPA. Joint Owner 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 Joint Owner, if Joint Owner is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Joint Owner shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Joint Owner shall not charge Customer for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Joint Owner pays Customer interest on the Funds and Applicable Law permits Joint Owner to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Joint Owner shall not be required to pay Customer any interest or earnings on the Funds. If such interest is required by agreement or by Applicable Law, Customer may, in its sole discretion, pay such interest to charity. Customer and Joint Owner can agree in writing, however, that interest shall be paid on the Funds. Joint Owner shall give to Customer, 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, Joint Owner shall account to Customer for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Joint Owner shall notify Customer as required by RESPA, and Customer shall pay to Joint Owner 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, Joint Owner shall notify Customer as required by RESPA, and Customer shall pay to Joint Owner 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, Joint Owner shall promptly refund to Customer any Funds held by Joint Owner.

**4. Charges; Liens.** Customer 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 any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Customer shall pay them in the manner provided in Section 3.

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

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

**5. Property Insurance.** Customer 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 Joint Owner requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Joint Owner requires. What Joint Owner requires pursuant to the preceding sentences can change during the term of the Declining Balance Agreement and Payment Agreement. The insurance carrier providing the insurance shall be chosen by Customer subject to Joint Owner's right to disapprove Customer's choice, which right shall not be exercised unreasonably. Joint Owner may require Customer to pay, in connection herewith, either: (a) a one-time charge for flood zone determination, certification and tracking



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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. Customer 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 Customer.

If Customer fails to maintain any of the coverages described above, Joint Owner may obtain insurance coverage, at Joint Owner's option and Customer's expense. Joint Owner is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Joint Owner, but might or might not protect Customer, Customer'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. Customer acknowledges that the loss of the insurance coverage so obtained might significantly exceed the cost of insurance that Customer could have obtained. Any amounts disbursed by Joint Owner under this Section 5 shall become an additional obligation of Customer secured by this Security Instrument. These amounts shall be repaid upon demand by Joint Owner and such payments by Customer of such amounts shall be deemed Prepayments set forth in the Declining Balance Agreement and Payment Agreement.

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

In the event of loss, Customer shall give prompt notice to the insurance carrier and Joint Owner. Joint Owner may make proof of loss if not made promptly by Customer. Unless Joint Owner and Customer otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Joint Owner, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Joint Owner's security is not lessened. During such repair and restoration period, Joint Owner shall have the right to hold such insurance proceeds until Joint Owner has had an opportunity to inspect such Property to ensure the work has been completed to Joint Owner's satisfaction, provided that such inspection shall be undertaken promptly. Joint Owner may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Joint Owner shall not be required to pay Customer any interest or earnings on such proceeds. If such interest is required by agreement or by Applicable Law, Customer may, in its sole discretion, pay such interest to charity. Fees for public adjusters, or other third parties, retained by Customer shall not be paid out of the insurance proceeds and shall be the sole obligation of Customer. If the restoration or repair is not economically feasible or Joint Owner's security would be lessened, the insurance proceeds shall be paid to Joint Owner and Customer pro rata in accordance with their respective equity ownership percentages at the time the Property was damaged or destroyed; provided, however, that (a) if any portion of the Obligation remains unpaid after payment to Joint Owner of Joint Owner's portion of such insurance proceeds, Customer shall be deemed to have assigned, and hereby assigns, to Joint Owner, as applicable, all or a portion of Customer's share of the insurance proceeds in an amount equal to the amount of the remaining unpaid Obligation, with the remainder, if any, paid to the Customer, or (b) if after payment to Joint Owner of Joint Owner's portion of such insurance proceeds, Joint Owner would receive an amount that is in excess of the amount necessary to pay the Obligation in full, Joint Owner shall be deemed to have assigned, and hereby assigns, such excess to Customer.

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

**6. Occupancy.** Customer shall occupy, establish, and use the Property as Customer's principal residence in accordance with the terms of the Declining Balance Agreement, unless Joint Owner otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Customer's control.



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**7. Preservation, Maintenance and Protection of the Property; Inspections.** Customer shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Customer is residing in the Property, Customer 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, Customer 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, Customer shall be responsible for repairing or restoring the Property only if Joint Owner has released proceeds for such purposes. Joint Owner may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Customer is not relieved of Customer's obligation for the completion of such repair or restoration.

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

**8. Customer's Declining Balance Agreement Application.** Customer shall be in default if, during the Declining Balance Agreement application process, Customer or any persons or entities acting at the direction of Customer or with Customer's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Joint Owner (or failed to provide Joint Owner with material information) in connection herewith. Material representations include, but are not limited to, representations concerning Customer's occupancy of the Property as Customer's principal residence.

**9. Protection of Joint Owner's Interest in the Property and Rights Under this Security Instrument.** If (a) Customer fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Joint Owner's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Customer has abandoned the Property, then Joint Owner may do and pay for whatever is reasonable or appropriate to protect Joint Owner's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Joint Owner's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable 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 Joint Owner may take action under this Section 9, Joint Owner does not have to do so and is not under any duty or obligation to do so. It is agreed that Joint Owner incurs no liability for not taking any of all actions authorized under this Section 9.

Any amounts disbursed by Joint Owner under this Section 9 shall become an additional obligation of Customer secured by this Security Instrument. These amounts shall be repaid upon demand by Joint Owner and such payments by Customer of such amounts shall be deemed Profit as forth in the Declining Balance Agreement and Payment Agreement.

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

**10. Mortgage Insurance.** If Joint Owner required Mortgage Insurance as a condition of entering into the Declining Balance Agreement, Payment Agreement and the transactions thereunder, Customer shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Joint Owner ceases to be available from the mortgage insurer that previously provided such insurance and Customer was required to make separately designated payments toward the premiums for Mortgage Insurance, Customer shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Customer of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Joint Owner. If substantially equivalent Mortgage Insurance coverage is not available, Customer shall continue to pay to Joint Owner the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Joint Owner will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Obligation is ultimately paid in full, and Joint Owner shall not be required to pay Customer any sums on such loss reserve. Joint Owner can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Joint Owner requires) provided by an insurer selected by Joint Owner again becomes available, is obtained, and Joint Owner requires separately designated payments toward the premiums for Mortgage Insurance. If Joint Owner required Mortgage Insurance as a condition of making the Obligation and Customer was required to make separately designated payments toward the premiums for Mortgage Insurance, Customer shall pay the premiums required to



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maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Joint Owner's requirement for Mortgage Insurance ends in accordance with any written agreement between Customer and Joint Owner providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Customer's obligation to pay Profit at the rate set forth in the Payment Agreement.

Mortgage Insurance reimburses Joint Owner (or any entity that purchases the Declining Balance Agreement and Payment Agreement) for certain losses it may incur if Customer does not repay the Obligation as agreed. Customer is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Joint Owner, any purchaser of the Declining Balance Agreement and Payment Agreement, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Customer's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Joint Owner takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Customer has agreed to pay for Mortgage Insurance, or any other terms of the Declining Balance Agreement and/or Payment Agreement. Such agreements will not increase the amount Customer will pay for Mortgage Insurance, and they will not entitle Customer to any refund.

(b) Any such agreements will not affect the rights Customer has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds shall be paid to Joint Owner and applied as set forth in this Section 11.

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 Joint Owner's security is not lessened. During such repair and restoration period, Joint Owner shall have the right to hold such Miscellaneous Proceeds until Joint Owner has had an opportunity to inspect such Property to ensure the work has been completed to Joint Owner's satisfaction, provided that such inspection shall be undertaken promptly. Joint Owner may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Joint Owner shall not be required to pay Customer any interest or earnings on such Miscellaneous Proceeds. If such interest is required by agreement or by Applicable Law, Customer may, in its sole discretion, pay such interest to charity. If (i) the restoration or repair is not economically feasible, (ii) Joint Owner's security would be lessened, or (iii) there is a total taking, destruction, or loss in value of the Property, then such Miscellaneous Proceeds shall be paid to Joint Owner and Customer pro rata in accordance with their respective equity ownership percentages at the time of the occurrence of the event(s) that resulted in the payment of the Miscellaneous Proceeds; provided, however, that (a) if any portion of the Obligation remains unpaid after payment to Joint Owner of Joint Owner's portion of such Miscellaneous Proceeds, Customer shall be deemed to have assigned, and hereby assigns, to Joint Owner, as applicable, all or a portion of Customer's share of such Miscellaneous Proceeds in an amount equal to the amount of the remaining unpaid Obligation, with the remainder, if any, paid to the Customer, or (b) if after payment to Joint Owner of Joint Owner's portion of such Miscellaneous Proceeds, Joint Owner would receive an amount that is in excess of the amount necessary to pay the Obligation in full, Joint Owner shall be deemed to have assigned, and hereby assigns, such excess to Customer. Such Miscellaneous Proceeds shall be applied by Joint Owner in the order provided for in Section 2.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Customer and Joint Owner otherwise agree in writing, Joint Owner shall be entitled to retain from the Miscellaneous Proceeds, and Customer assigns to Joint Owner, an amount equal to 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 Customer.





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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 Customer and Joint Owner otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Customer shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Joint Owner's judgment, could result in forfeiture of the Property or other material impairment of Joint Owner's interest in the Property or rights under this Security Instrument. Customer can cure such a default and, if Joint Owner has exercised its Sale Option (as defined in the Declining Balance Agreement and hereinafter "Sale Option"), reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Joint Owner's judgment, precludes forfeiture of the Property or other material impairment of Joint Owner's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Joint Owner's interest in the Property are hereby assigned and shall be paid to Joint Owner.

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.

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

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

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

**14. Obligation Charges.** Joint Owner may charge Customer fees for services performed in connection with Customer's default, for the purpose of protecting Joint Owner'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 Customer shall not be construed as a prohibition on the charging of such fee. Joint Owner 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Customer which exceeded permitted limits will be refunded to Customer. Joint Owner may choose to make this refund by reducing the Buyout Price under the Declining Balance Agreement and Payment Agreement or by making a direct payment to Customer. If a refund reduces Buyout Price, the reduction will be treated as a partial prepayment. Customer's acceptance of any such refund made by direct payment to Customer will constitute a waiver of any right of action Customer might have arising out of such overcharge.



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

**16. Governing Law; Severability; Rules of Construction.** 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 or the Declining Balance Agreement, Payment Agreement or any other document executed in connection therewith conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument the Declining Balance Agreement, Payment Agreement or such document which can be given effect without the conflicting provision. Specifically, but without limiting the generality of the foregoing, in the event that any provision or clause of this Security Instrument or the Declining Balance Agreement, Payment Agreement or any other document executed in connection therewith conflicts with the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, *et seq.*), as amended from time to time (the "IMFL"), then the provisions of the IMFL shall control with respect to such conflicting provision or clause and the remainder of this Security Instrument or such other documents shall remain in force and effect and shall be construed so as to be consistent with such provisions of the IMFL.

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

**17. Customer's Copy.** Customer shall be given one copy of the Declining Balance Agreement, Payment Agreement and this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Customer.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a purchase agreement, bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Customer 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 Customer is not a natural person and a beneficial interest in Customer is sold or transferred) without Joint Owner's prior written consent, Joint Owner may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Joint Owner if such exercise is prohibited by Applicable Law.

If Joint Owner exercises this option, Joint Owner shall give Customer notice of Joint Owner's exercise of its Sale Option under the Declining Balance Agreement. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Customer must pay all sums secured by this Security Instrument. If Customer fails to pay these sums prior to the expiration of this period, Joint Owner may invoke any remedies permitted by this Security Instrument without further notice or demand on Customer.

**19. Customer's Right to Reinstate After Joint Owner Initiates Sale Option.** If Customer meets certain conditions, Customer 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 Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Customer's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Customer: (a) pays Joint Owner all sums which then would be due under this Security Instrument the Declining Balance Agreement and Payment Agreement as if Joint Owner has not exercised its Sale Option; (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



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inspection and valuation fees, and other fees incurred for the purpose of protecting Joint Owner's interest in the Property and rights under this Security Instrument; and (d) takes such action as Joint Owner may reasonably require to assure that Joint Owner's interest in the Property and rights under this Security Instrument, and Customer's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Joint Owner may require that Customer pay such reinstatement sums and expenses in one or more of the following forms, as selected by Joint Owner: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Customer, this Security Instrument and obligations secured hereby shall remain fully effective as if Joint Owner had not initiated its Sale Option. However, this right to reinstate shall not apply in the case of Joint Owner exercising its Sale Option under Section 18.

**20. Sale of Declining Balance Agreement and Payment Agreement; Change of Loan Servicer; Notice of Grievance.** The Declining Balance Agreement and Payment Agreement or a partial interest in the Declining Balance Agreement and Payment Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Customer. A sale might result in a change in the entity (known as the "Servicer") that collects Periodic Payments due under the Declining Balance Agreement, Payment Agreement, and this Security Instrument and performs other servicing obligations under the Declining Balance Agreement, Payment Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale. If there is a change of the Servicer, Customer 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 Declining Balance Agreement and Payment Agreement are sold and thereafter serviced by a Servicer other than the purchaser of the Declining Balance Agreement and Payment Agreement, the servicing obligations to Customer 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 Customer nor Joint Owner may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Customer or Joint Owner has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of Joint Owner's initiation of its Sale Option, and opportunity to cure, given to Customer pursuant to Section 22 and the notice of Joint Owners initiation of its Sale Option given to Customer pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Customer 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. Customer 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).

Customer shall promptly give Joint Owner written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Customer has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Customer 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, Customer shall



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promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Joint Owner for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Customer and Joint Owner further covenant and agree as follows:

**22. Joint Owner's Sale Option; Remedies.** Joint Owner shall give notice to Customer of Joint Owner's exercise of the Sale Option following Customer's breach of any covenant or agreement in this Security Instrument (but not prior to Joint Owner's exercise of the Sale Option 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 Customer, 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 Joint Owner declaring immediately due all amounts that are due under the Security Instrument, the Declining Balance Agreement, and Payment Agreement, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Customer of the right to reinstate after Joint Owner declares all amount due under the Security Instrument, Declining Balance Agreement and Payment Agreement immediately due, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Customer to the Joint Owner's foreclosure. If the default is not cured on or before the date specified in the notice, Joint Owner 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. Joint Owner shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

**25. Placement of Collateral Protection Insurance.** Unless Customer provides Joint Owner with evidence of the insurance coverage required by Customer's agreement with Joint Owner, Joint Owner may purchase insurance at Customer's expense to protect Joint Owner's interests in the Property and other interests granted to Joint Owner under the Declining Balance Agreement, Payment Agreement and/or this Security Instrument. This insurance may, but need not, protect Customer's interests. The coverage that Joint Owner purchases may not pay any claim that Customer makes or any claim that is made against Customer in connection with the Property. Customer may later cancel any insurance purchased by Joint Owner, but only after providing Joint Owner with evidence that Customer has obtained insurance as required by Customer's and Joint Owner's agreement. If Joint Owner purchases insurance pursuant to this Section 25, any amounts disbursed by Joint Owner in connection with the purchase of such insurance and maintenance of such insurance until cancellation or expiration thereof shall become an additional obligation of Customer secured by this Security Instrument. These amounts shall be repaid upon demand by Joint Owner and such payments by Customer of such amounts shall be deemed Profit as set forth in the Declining Balance Agreement and Payment Agreement. The costs of the insurance may be more than the cost of insurance Customer may be able to obtain on its own.



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

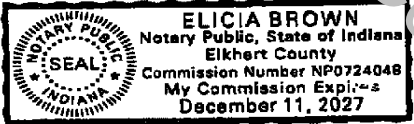
Witnesses:

_____	-Witness	_____	-Witness
			
ABUL W BASHER	(Seal) -Customer	PARVEEN BASHER	(Seal) -Customer

(Space Below This Line For Acknowledgment)

State of ~~ILLINOIS~~ Indiana  
County of St. Joseph

This instrument was acknowledged before me on 6-9-2020 (date)  
by **ABUL W BASHER and PARVEEN BASHER** (name/s of person/s).

(Seal)  Elicia Brown  
(Signature of Notary Public)

MALT™ originator (Organization): **UIF CORPORATION** ; NMLS # **93460**  
MALT™ originator (Individual): **ABDEL RAOUF NASHNOUSH**; NMLS #: **1599899**

Borrower(s) Initials AB PB



# UNOFFICIAL COPY

File Number: 950200412102

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **9th day of June, 2020**, and is incorporated into and shall be deemed to amend and supplement, as applicable, the Mortgage, Deed of Trust, or other security instrument granting a security interest in the Property (the "Security Instrument") of the same date given by the undersigned (the "Customer") to secure Customer's obligations under the Declining Balance Agreement and Payment Agreement with **UIF CORPORATION** (the "Joint Owner") of the same date and covering the Property described in the Security Instrument and located at:

**5200 OAKTON ST APT 105**  
**SKOKIE, IL 60077**  
 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**OAKTON TERRANCE HOA**  
 (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Customer's interest in the Owners Association and the uses, proceeds and benefits of Customer's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Customer and Joint Owner further covenant and agree as follows:

**A. Condominium Obligations.** Customer shall perform all of Customer's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Customer shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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Multistate Condo Rider – Declining Balance (Residential)  
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Borrower(s) Initials

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**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Joint Owner and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Joint Owner requires insurance, then: (i) Joint Owner waives the provision in Section 3 for payment of that portion of the Periodic Payment to Joint Owner for the yearly premium installments for property insurance on the Property; and (ii) Customer's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Joint Owner requires as a condition of this waiver can change during the term of the financing.

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

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Customer are hereby assigned and shall be paid to Joint Owner for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Customer.

**C. Public Liability Insurance.** Customer shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Joint Owner.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Customer in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Joint Owner. Such proceeds shall be applied by Joint Owner to the sums secured by the Security Instrument as provided in Section 11.

**E. Joint Owner's Prior Consent.** Customer shall not, except after notice to Joint Owner and with Joint Owner's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Joint Owner; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Joint Owner.

**F. Remedies.** If Customer does not pay condominium dues and assessments when due, then Joint Owner may pay them. Any amounts disbursed by Joint Owner under this paragraph F shall become additional obligation of Customer secured by the Security Instrument. Unless Customer and Joint Owner agree to other terms of payment, these amounts shall be repaid upon demand by Joint Owner and such payments by Customer of such amounts shall be deemed Use Payments as set forth in the Declining Balance Agreement and Payment Agreement.

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

<del>ABU W BASHER</del>	<u>06/09/2020</u>	<u>Parveen K B</u>	<u>6-9-2020</u>
ABU W BASHER	Date	PARVEEN BASHER	Date

Property of Cook County Clerk's Office





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File Number: **950200412102**

## SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **9th day of June, 2020**, and is incorporated into and shall be deemed to amend and supplement, as applicable, the Mortgage, Deed of Trust, or other security instrument granting a security interest in the Property (the "Security Instrument") of the same date given by the undersigned (the "Customer," whether there are one or more persons undersigned) to secure Customer's obligations under the Declining Balance Agreement and Payment Agreement with **UIF CORPORATION** (the "Joint Owner") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

**5200 OAKTON ST APT 105  
SKOKIE, IL 60077  
(Property Address)**

In addition to the covenants and agreements made in the Security Instrument, Customer and Joint Owner further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Customer shall occupy, and shall only use, the Property as Customer's second home. Customer shall keep the Property available for Customer's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Customer either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. In the event that the terms of this Section 6 conflicts with any term or provision of the Declining Balance Agreement, then the terms of this Section 6 shall control.

**8. Customer's Declining Balance Agreement Application.** Customer shall be in default if, during the Declining Balance Agreement application process, Customer or any persons or entities acting in the direction of Customer or with Customer's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Joint Owner (or failed to provide Joint Owner with material information) in connection herewith. Material representations include, but are not limited to,

Page 1 of 2

Borrower(s) Initials

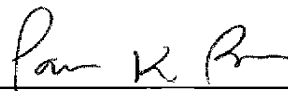
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representations concerning Customer's occupancy of the Property as Customer's second home. In the event that the terms of this Section 8 conflicts with any term or provision of the Declining Balance Agreement, then the terms of this Section 8 shall control.

BY SIGNING BELOW, Customer accepts and agrees to the terms and covenants contained in this Second Home Rider.

<del>ABUL W BASHER</del>	08/09/2020		6-9-2020
Date		PARVEEN BASHER	Date



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Exhibit A

Order Number: 189037

Stewart Title Guaranty Company

Commitment Number: D-189037

**LEGAL DESCRIPTION**

PARCEL 1: UNIT 105 IN OAKTON TERRACE CONDOMINIUM AS DELINEATED ON SURVEY OF LOT 29 (EXCEPT WEST 39.50 FEET THEREOF) AND ALL OF LOT 30 IN THE SUBDIVISION OF LOT 25 AND THE SOUTH 30 FEET OF LOT 18 OF OWNER'S SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS PARCEL) WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY FIRST NATIONAL BANK OF SKOKIE TRUST NUMBER 50026 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23018136 AS AMENDED BY DOCUMENT NUMBER 23069898 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NUMBER 39 FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM FIRST NATIONAL BANK OF SKOKIE AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1973 AND KNOWN AS TRUST NUMBER 50026 TO FRED HEINZ AND CLARA HEINZ DATED JULY 25, 1975 AND RECORDED JULY 31, 1975 AS DOCUMENT NO. 231711194, ALL IN COOK COUNTY, ILLINOIS.

PARCEL ID: 10-21-330-036-1005

**BACK DEED**

GRANTOR: JOHN M. VARDE, AS SUCCESSOR TRUSTEE OF THE EDWARD W. DENNSTAEDT DECLARATION OF TRUST, DATED JUNE 5, 1997

GRANTEE: HARRIETTE BERNSTEIN

INSTRUMENT NO.: 1413241010

DATED: 04/30/2014

RECORDED: 05/12/2014

VESTING: YES

CONSIDERATION AMOUNT: \$10.00

Being the same property as transferred by Warranty Deed on 01/31/2019 and recorded 01/31/2019 from HARRIETTE BERNSTEIN, A SINGLE PERSON to ABUL W. BASHER and PARVEEN B. BASHER, recorded in Document Number 1903816130

Property of Cook County Clerk's Office