

UNOFFICIAL COPY

88455048

DEPT-01
184444 TRAN 2689 10/04/08 11:34:00
#7970 # D * 08-455048
COOK COUNTY RECORDER \$15.25

[Space Above This Line For Recording Data]

Unit 1178084
S1178084

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 26** 1988. The mortgagor is **SAMI KORCARI AND AZIRE KORCARI, HUSBAND AND WIFE AND SANI RUSHITI, MARRIED TO ISMET RUSHITI****

("Borrower"). This Security Instrument is given to **ARGO SAVINGS & LOAN ASSOCIATION, A FEDERAL SAVINGS & LOAN ASSN.** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **7600 WEST 63RD STREET SUMMIT, ILLINOIS 60501**. Borrower owes Lender the principal sum of **SEVENTY FOUR THOUSAND FOUR HUNDRED AND NO/100**

88455048 ("Lender").

Dollars (U.S.) **74,400.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2018**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in **COOK** County, Illinois:

THE NORTH 30 FEET OF THE SOUTH 200 FEET OF THE EAST 131.22 FEET OF BLOCK 9 IN CHICAGO TITLE AND TRUST COMPANY'S THIRD ADDITION TO SUMMIT IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

18-12-406-056

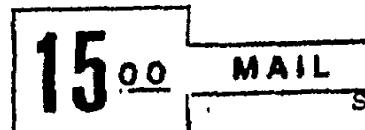
****ISMET RUSHITI IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.**

88455048
Cook's Office

which has the address of **5313 72ND COURT**
(Street)

Illinois 60501
(Zip Code)

("Property Address");



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

BORROWER COVENANTS that Borrower 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNOFFICIAL COPY

SUMMIT, ILLINOIS 60501

7600 WEST 63RD STREET • LOAN ASSN.

ARGO SAVINGS & LOAN ASSOCIATION

RECORD AND RETURN TO
ARGO SAVINGS & LOAN ASSOCIATION
SUMMIT, IL 60501

PREPARED BY:
ARGO SAVINGS & LOAN ASSOCIATION
NOTARIAL PUBLIC

OFFICIAL SEAL

ARGO SAVINGS & LOAN ASSOCIATION
RECORD AND RETURN TO
ARGO SAVINGS & LOAN ASSOCIATION
SUMMIT, IL 60501

PREPARED BY:
ARGO SAVINGS & LOAN ASSOCIATION
NOTARIAL PUBLIC

OFFICIAL SEAL

ARGO SAVINGS & LOAN ASSOCIATION
RECORD AND RETURN TO
ARGO SAVINGS & LOAN ASSOCIATION
SUMMIT, IL 60501

PREPARED BY:
ARGO SAVINGS & LOAN ASSOCIATION
NOTARIAL PUBLIC

OFFICIAL SEAL

Notarized by [Signature]

Argo Savings & Loan Association, 19 88

My Commission expires:

set forth.

Given under my hand and official seal, this 26th day of December, 1988

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s) are

do hereby certify that **SAMI KORCARI AND AZIRE KORCARI, HUSBAND AND WIFE AND SANI
RUSHTI, MARRIED TO ISMET RUSHTI**
a Notary Public in said county and state,

Counties as: *Count*

STATE OF ILLINOIS.

the undersigned

Count

(Space below this line for Acknowledgment)

**ISMET RUSHTI IS EXECUTING THIS
MORTGAGE SOLELY FOR THE PURPOSES
OF MAINTAINING ANY AND ALL MARRITAL AND
HOMESTEAD RIGHTS.
ISMET RUSHTI MARRIED TO
SANI RUSHTI (Scal)
AZIRE KORCARI HIS WIFE (Scal)
SAMI KORCARI (Scal)
ISMET RUSHTI (Scal)
AZIRE KORCARI (Scal)
SANI RUSHTI MARRIED TO (Scal)
ISMET RUSHTI MARRIED TO (Scal)
ISMET RUSHTI (Scal)

Instrument and in my rider(s) execute by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

988155048

Other(s) [Specify] 1-6 FAMILY RIDER

Grandfathered Payment Rider Planned Unit Development Rider

Adjustable Rate Rider Continguum Rider 2-4 Family Rider

Instrument (Check applicable box(es))

Instrument, its covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
Supplement, to the extent, the covenants and agreements of each rider shall be incorporated into and shall amend and
this Security instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and
recorded together with
23. Riders to this Security instrument, one or more riders are executed by Borrower and recorded together with
Borrower's signature, to the extent, the covenants and agreements of each rider shall be incorporated into and shall amend and
this Security instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and
recorded together with
22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower, Borrower shall pay any recording costs.

21. Release, Upon payment of all sums secured by this Security instrument, Lender shall release this Security
receives bonds and receivable attorney fees, and then to the sums secured by this Security instrument.
prior to the expiration of any period of acceleration following judgment, Lender shall collect the rents of
appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premium on the
Lender shall collect the rents of and manage the Property and to collect the rents of
20. Lender in Possession under acceleration or paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable expenses incurred in pursuing the remedies provided in this paragraph 19, including,
Lender shall be entitled to collect all expenses incurred in collecting the rents of the Property.
This Security instrument without notice, Lender at its option may require immediate payment in full of all sums secured by
before the date specified in the notice, Lender or any other debtor may require immediate payment in full of all sums secured by
extinction of a default or any other debt or Borrows to accelerate the notice to assert in the foreclosure proceeding the non-
inform Borrower of the right to accelerate after acceleration and sale of the notice to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclosure after acceleration and sale of the notice to assert in the foreclosure proceeding the non-
and (d) that failure to cure the defect or before the date specified in the notice to assert in the foreclosure proceeding the non-
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless otherwise provided otherwise. The notice shall specify that the acceleration of the sums
defect; (b) the action required to cure the defect or before the date specified in the notice to assert in the foreclosure proceeding the non-
breach of any covenant or agreement in this Security instrument (but not prior to acceleration unless otherwise provided).
19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's
acceleration, Lender shall provide notice to Borrower prior to acceleration unless otherwise provided. Lender
breach of any covenant or agreement in this Security instrument (but not prior to acceleration unless otherwise provided),
unless otherwise provided. 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 Borrower, by which the default must be cured;

NON-UNIFORM COVENANTS: Lender shall give notice to Borrower to accelerate unless otherwise provided as follows:

UNOFFICIAL COPY

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any loans already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

88155048

UNOFFICIAL COPY

89155049

the date of distribution or the Note rate and shall be payable, with interest, upon notice from Lender to Borrower
SecuritY Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from
Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this
Lender may take action under this Paragraph 7, Lender does not have to do so.

Lender's rights in court, paying reasonable attorney fees and entering on the property to make repairs. Although
in the event, Lender's actions may include paying any sums secured by a lien which has priority over this SecuritY
in the property, then Lender is necessary to protect the value of the property and Lender's rights
Lenders, rights in the event Lender does not have to do so.
7. Protection of Lender's Rights in the event of a proceeding in bankruptcy, or there is a legal proceeding that may significantly affect
covenants and agreements contained in this instrument, or there is a change in law or regulations or
Lender may take action in court, paying reasonable attorney fees and entering on the property to make repairs. If Borrower fails to perform the
fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the Note. And if Borrower acquires fee title to the property, the lessor shall
change the property, allow the property to deteriorate or commit waste. If this SecuritY instrument is on a leased land,
6. Preservation and Release. Borrower shall not destroy, damage or substaNTially
instrument immediately prior to the acquisition.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
postpone the due date of the monthly payments referred to in Paragraph 1 and 2 or change the amount and type of
under Paragraph 19 the property is acquired by Lender, Borrower's right to any insurance policies and funds received
from the due date of the property is prior to the acquisition of the property.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
when the notice is given.

of property or to pay sums secured by this SecuritY instrument, whether or not there is a day period will begin
offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace
Borrower abandoned by this SecuritY instrument, whether or not there is a day period to repair or replace, if
applied to the sums received by Lender, security would be lessened, the insurance proceeds shall be
restoration of capacity is not economically feasible and Lender's security is not lessened. If the
of the property damaged, if the restoration or repair is economic, Lender shall be applied to restoration or repair
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair
carries Lender may make proof of loss to Borrower or to the insurance company to Lender's approval which shall not be
all insurance policies and renewals shall be acceptable to Lender for the event of loss, Borrower shall provide to Lender
Lender shall have the right to hold the policies and renewals, if Lender renews, Borrower shall provide a standard mortgage clause,
All insurance carried by Lender may make proof of loss to Borrower or to the insurance
insurance immediately prior to the term "extinct-of-coveragE", and any other hazards for which Lender
increased liability withheld.

5. Hazard Insurance. Borrower shall keep the property in good condition and take care of all equipment owned by Lender or
reduces insurance premiums within the term "extinct-of-coveragE", and any other hazards for which Lender
increased liability withheld.

unless Lender provides insurance shall be chosen by Borrower subject to Lender's approval which shall not be
insurance insurance shall be maintained in the event of loss, Borrower shall provide a standard mortgage clause,
all premiums payable to Lender and for the periods that Lender requires. The
Lender shall have the right to hold the policies and renewals, if Lender renewals, Borrower shall include a standard mortgage clause,
carries Lender may make proof of loss to Borrower or to the insurance company to Lender's approval which shall not be
increased liability withheld.

6. Charge. Notwithstanding the above, Borrower shall pay all taxes, assessments, charges held by the lender in a manner acceptable to Lender
to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender a
pay them on time directly to the person provided payment, Borrower shall furnish to the holder of the loan in
Borrower shall pay these securities shall be liable for all taxes, assessments, charges held by the lender in a manner acceptable to Lender
fifth the lien by, or default is liable to the original holder of the lien in, illegal proceedings which in the Lender's opinion operate to
aggres in writing to the payee of the obligation, received by the lien in a manner acceptable to Lender, (b) securities in Good
Borrower shall promptly discharge the obligations arising by the lien in which has priority over this instrument or
receives evidence of notice.

7. Assignment. Borrower shall pay all taxes, assessments, charges held by the lien in a manner acceptable to Lender
to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender a
pay him on time directly to the original holder of the lien in, illegal proceedings which in the Lender's opinion operate to
Borrower shall pay these securities shall be liable for all taxes, assessments, charges held by the lender in a manner acceptable to Lender
Note: third, to amounts payable under Paragraph 2, fourth, to interests due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the
Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepare payment of Lender (a)
applicable as a credit sum secured by this SecuritY instrument.

Upon payment in full of all sums secured by Lender, if any Fund held by Lender is no longer than three times of
any Fund held by Lender, if any Fund held by Lender, Lender shall promptly refund to Borrower the difference
amount necessary to make up the deficiency in one or more payments held by Lender.

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to
the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be
at Borrower's option, either personally or by Lender, Lender shall promptly refund to Borrower the difference
in amount necessary to make up the deficiency in one or more payments held by Lender, unless
Funds was made. The Funds are additional security for the future monthly payments of Funds necessary
an annual accounting of the Funds showing credits to the Funds and debits to the Funds, Lender shall give to Borrower, without charge,
shall not be required to pay the Funds any interest or earnings on the Funds, Lender shall agree to be paid, Lender
that interest shall be paid on the Funds, unless a charge for purposes of the preexisting securities, Borrower and Lender may agree to
by Lender in connection with the Funds, Lender shall enter into this SecuritY instrument to pay the cost of an independent tax
Lender may not charge for holding and applying the Funds, unless a charge for purposes of the preexisting securities, A charge assessed
or state agency (including Lender) if Lender is such an institution, Lender shall apply the escrow items.
The Funds shall be held in trust by Lender for the depositors or account holders of the escrow items.

2. Funds for Taxes and Interest. Subiect to applicable law permissable to make such a charge. A charge assessed
the principal of and interest on the debts evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Lender's Prepayments and Late Charges. Borrower shall promptly pay when due
basis of current data and reasonable estimates of future escrow items.

mortgage instrument, if any. These items are called "escrow items." Lender may estimate the Funds due on the

leasehold payments or gross rents on the property, if any, (c) generally hazard insurance premiums, and (d) yearly

one-year or (e) yearly monthly payments on the Note until the Note is paid in full, a sum ("Funds"), equal to

to Lender on the day before the Note is paid in full, a sum ("Funds"), equal to

2. Funds for Taxes and Interest. Subiect to applicable law permissable to make such a charge. A charge assessed

the principal of and interest on the debts evidenced by the Note and late charges due under the Note.

1. Payment of Principal and Lender's Prepayments and Late Charges. Borrower shall promptly pay when due
basis of current data and reasonable estimates of future escrow items.

UNOFFICIAL COPY

14 FAMILY RIDER

Assignment of Rents

THIS I-4 FAMILY RIDER is made this 26TH day of SEPTEMBER, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ARGO SAVINGS & LOAN ASSOCIATION, A FEDERAL SAVINGS & LOAN ASSN. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5313 72ND COURT, SUMMIT, ILLINOIS 60501
(Property Address)

I-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

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

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

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

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

Sami Korcari _____ (Seal)
SAMÍ KORCARI _____
Borrower

Azire Korcari _____ (Seal)
AZIRE KORCARI/HIS WIFE _____
Borrower

Sani Rushiti _____ (Seal)
SANI RUSHITI/MARRIED _____
Borrower

88455048
Stamps Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8455004548