

UNOFFICIAL COPY

(Individual Form)

SCHAUMBURG 88358534

Loan No. 06-43880-47

THE UNDERSIGNED,

MUSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE

of VILLAGE OF SCHAUMBURG, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID LOT 18254 AT A POINT 334.79 NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18254; THENCE WEST 89.50 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 18254 TAKEN AS "NORTH AND SOUTH".) THENCE WEST 46.00 FEET; THENCE NORTH 48.17 FEET; THENCE WEST 3.00 FEET; THENCE NORTH 1.83 FEET; THENCE EAST 46.00 FEET; THENCE SOUTH 48.17 FEET; THENCE EAST 3.0 FEET; THENCE SOUTH 1.83 FEET, TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 07-27-302-049.

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equipment,
inflation or
etc. including
intended to
of the rents,
or to become
loan hereby

ADDITIONAL SECURITY:

88358534

LOT 20 IN SPRING COVE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-28-401-025.

If the rights
exemption

(a) 1725.00 commencing the 1ST day of SEPTEMBER, 19 88 which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b) This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

pal sum of
Dollars
allments of
Dollars
19 88

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, not in excess of the amount of the original advance, plus any additional advances, in a sum in excess of TWO HUNDRED FIFTY-FOUR THOUSAND FORTY AND NO/100 Dollars (\$ 254040.00), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

88358534

61

COOK COUNTY RECORDER

TRAM 1470-08/09/88 13:55:00
20 88-358534

\$19.00

SEPT-01

Property of Cook County Clerk's Office

Box 403

MORTGAGE

88358534

MAKSY, MAKSY

88-358534

to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY AT:
1144 COPPERFIELD
SCHAUMBURG, ILLINOIS 60193

Loan No. 06-43880-47

ADDITIONAL SECURITY: 985 SPRING COVE DR.
SCHAUMBURG, ILLINOIS 60193

8 8 3 5 3 3 4

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement standing the time of pay- ment thereof; (2) To pay when due and before any penalty attaches (herein all taxes, special taxes, special assessments, water charges, sewer service charges, and all such (items extended against said property shall be conclusively deemed valid for the purpose of this requirement); (3) To keep the improvements now or hereafter upon said premises insured against property damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

THE MORTGAGOR COVENANTS:

(1) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage

(2) any advances made by the Mortgagee to the Mortgagor or the borrower in title, for any purpose, at any time before the release and cancellation of this Mortgage, but not to exceed the amount of the principal sum of Two Hundred Fifty-Four Thousand Four Hundred and No/100 Dollars, together with any additional advances, in a sum in excess of 254040.00 Dollars is

(3) This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

1923.00 1ST day of SEPTEMBER 19 88

ONE THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 Dollars

211700.00 which Note, together with interest thereon as therein provided, is payable in monthly installments of

TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED AND NO/100 Dollars

TORSURERS

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Two Hundred Eleven Thousand Seven Hundred and No/100 Dollars, which Note, together with interest thereon as therein provided, is payable in monthly installments of 211700.00 Dollars. ONE THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 Dollars, commencing the 1ST day of SEPTEMBER 19 88. This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses therein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby waive.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses therein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said Mortgagee does hereby waive.

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TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appliances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses therein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said Mortgagee does hereby waive.

88358534

CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

VILLAGE OF SCHAMBERG, COOK County of ILLINOIS, State of ILLINOIS

MOSTAFA M. MAKBY and FATMA MAKBY, HUSBAND AND WIFE

THE UNDERSIGNED,

Mortgage SCHAMBERG 88358534 (Individual Form) 5 3 3

Loan No. 06-43880-47

hereinafter referred to as the Mortgagor, the following real estate in the County of COOK in the State of ILLINOIS to wit:

UNOFFICIAL COPY

Box 403

MORTGAGE

88358534

MAKSY, MAKSY

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

88-358534

PROPERTY AT:
1144 COPPERFIELD
SCHAMBURG, ILLINOIS 60193

Loan No. 06-43880-47

ADDITIONAL SECURITY: 985 SPRING COVE DR.
SCHAMBURG, ILLINOIS 60093

Property of Cook County Clerk's Office

DEPT 01

\$19.00

TH4444 TRN 1470.00/09/88 13:55:00

4594B # D * 88-358534

COOK COUNTY RECORDER

19

UNOFFICIAL COPY

statutory period during which it may be issued Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 8TH

day of JULY, A.D. 19 88

Mostafa M. Maksy (SEAL) Fatma Maksy (SEAL)
MUSTAFA M. MAKSY (SEAL) FATMA MAKSY (SEAL)

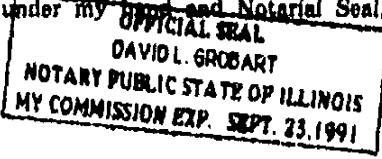
STATE OF ILLINOIS

COUNTY OF _____

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MUSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE personally known to me to be the same person ^{whose name} are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my Official Seal and Notarial Seal, this 8TH day of JULY, A.D. 19 88



David L. Grobart
Notary Public

MY COMMISSION EXPIRES _____
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIN FEDERAL SAVINGS & LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

88356534

7 All guarantees, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

8 In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be...

9 That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of the lien or which may affect the...

10 That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the...

11 That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in its own way, with reference to this mortgage and the debt hereby secured in any manner as...

12 That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount by which the mortgage indebtedness under the terms of this mortgage...

13 That in case of failure to perform any of the covenants herein, the Mortgagee may do on Mortgagee's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary, in respect to the lien hereof, that Mortgagee will repay upon demand any money paid or disbursed by Mortgagee for...

14 This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby...

15 In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, Ordinance of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises...

16 To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; 17 That the mortgaged premises...

88358534

UNOFFICIAL COPY

CHICAGO

JUL 23 1988

Loan No. 06-43880-47

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MUSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE of the VILLAGE of SCHAUMBURG, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED AND NO /100 Dollars (\$ 211700.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate:

THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID LOT 18254 AT A POINT 334.79 NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18254; THENCE WEST 89.50 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 18254 TAKEN AS "NORTH AND SOUTH".) THENCE WEST 46.00 FEET; THENCE NORTH 48.17 FEET; THENCE WEST 3.00 FEET; THENCE NORTH 1.83 FEET; THENCE EAST 46.00 FEET; THENCE SOUTH 48.17 FEET; THENCE EAST 3.0 FEET; THENCE SOUTH 1.83 FEET, TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 07-27-302-049.

88358534

ADDITIONAL SECURITY:

LOT 20 IN SPRING COVE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 07-28-401-025.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 8TH

day of JULY, A.D., 19 88

MUSTAFA M. MAKSY (SEAL) FATMA MAKSY (SEAL)

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MUSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE

personally known to me to be the same person whose name is are subscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8TH day of JULY, A.D. 19 88

OFFICIAL SEAL
DAVID L. BRODART
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES SEPT. 25, 1991

Notary Public

MY COMMISSION EXPIRES

BOX 423

Box 423 BCX 423

88358534

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned CORPORATION, has caused these presents to be signed by its

President and its corporate seal to be hereunto affixed and attested by its

Secretary this _____ day of _____, A. D., 19 _____.

ATTEST

By _____

President

Secretary

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in the State of _____, DO HEREBY CERTIFY THAT

_____ President of _____

and _____ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President, and _____ Secretary, respectively, appeared before me

this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said _____ Secretary then and there acknowledged that _____ as custodian of the

corporate seal of said Corporation did affix the corporate seal of said Corporation to said Instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19 _____.

Notary Public.

MY COMMISSION EXPIRES _____

CORPORATIONS AND TRUSTEES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JOHNS
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

88358534

STATE OF ILLINOIS
NOTARY PUBLIC
JAMES M. [unclear]
COMM. EXPIRES [unclear]

BOX 453

UNOFFICIAL COPY

MY COMMISSION EXPIRES

OFFICIAL SEAL
DAVID L. GORDON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 25, 1980

GIVEN under my hand and Notarial Seal, this 8TH day of JULY A.D. 19 88

as their free and voluntary act, for the uses and purposes therein set forth.

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

personally known to me to be the same person as whose name is given subscribed to the foregoing instrument.

and for said County in the State of Illinois, DO HEREBY CERTIFY THAT MOSTAFA M. MAKSY and FATMA MAKSY

I, the undersigned, a Notary Public in

STATE OF ILLINOIS

MOSTAFA M. MAKSY (SEAL) FATMA MAKSY (SEAL)

day of JULY A.D. 19 88

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 8TH

day of the Mortgage to exercise hereafter shall not be deemed a waiver by the

any payment secured by the mortgage or after a lapse of any of its covenants.

It is understood and agreed that the Mortgagee will not exercise its right under this Assignment until after default in

and the Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the

benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant

definer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and

assigned to promptly pay said rent on the first day of each and every month for each room, and a failure on the part of the under-

the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the under-

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for

and the expense for such attorney, agents and servants as may be necessary.

may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including

the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, leases and profits toward

Mortgagee may do.

in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the

as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything

disclosure, and to bring or defend any suits in connection with said premises in its own name or in the name of the undersigned,

said property, and do hereby authorize the Mortgagee to let and collect said premises or any part thereof, according to its own

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of

those certain leases and agreements now existing upon the property heretofore described.

an absolute transfer and assignment of all such leases and agreements and all the avals hereunder unto the Mortgagee and especially

for or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish

use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed

or which may hereafter become due upon or by virtue of any lease, either oral or written, or any letting of, or any agreement for the

derogated hereby assign, transfer, and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the un-

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

COMMONLY KNOWN AS "ADDITIONAL SECURITY", 785 SPRING COVE DR., SCHAMBURG, ILLINOIS 60075

1144 COPPERFIELD, SCHAMBURG, ILLINOIS 60193

hereby

Holder

in order of the KNOWN

88358534

ND NO / 10

JIS

of the KNOWN

FAI

Loan No. 06-43886

8 9 3 5 3 4

SCHAMBURG

Assignment of Rents

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE
RECEIVED
JAN 15 1934

88358534

88358534

Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

MY COMMISSION EXPIRES _____
Notary Public

GIVEN under my hand and Notary Seal, this _____ day of _____, A. D. 19____,
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth,
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and as such _____ President, and _____ Secretary, respectively, appeared before me
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-

and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ President, and _____ Secretary, respectively, appeared before me
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth,
GIVEN under my hand and Notary Seal, this _____ day of _____, A. D. 19____,

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF _____ }
COUNTY OF _____ }
SS. _____

ATTEST
By _____ Secretary
_____ President

Secretary this _____ day of _____, A. D. 19____,
President and its corporate seal to be hereunto affixed and attested by its
IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its

UNRECORDED

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 8TH day of JULY, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1144 COPPERFIELD, SCHAUMBURG, ILLINOIS 60193 ALL ORIGINAL SECURITY: 785 SPRING COVE DR, SCHAUMBURG, ILLINOIS 60093 Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 10% The Note interest rate may be increased or decreased on the 15th day of the month beginning on DECEMBER 01, 1991, and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: (Check one box to indicate Index.)

- (1) [] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board
(2) [X] SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

- (1) [] There is no maximum limit on changes in the interest rate at any Change Date.
(2) [X] The interest rate cannot be changed by more than .3 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sum 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 7 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

Signature of Mostafa M. Maksy (Seal) - Borrower

Signature of Fatma Makey (Seal) - Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

BOX 423

the mortgage interest may increase or decrease based upon the change of the stated index, however, the lender will not reduce the interest rate below 10.000% floor rate nor exceed 15.000% ceiling rate.

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BOX 453

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SCHAUMBURG

LOAN # 06-43880-47

ASSUMPTION RIDER TO MORTGAGE

DATED THE 8TH DAY OF JULY, 19 88 BETWEEN
LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

MOSTAFA M. MAKSY AND FATMA MAKSY, HUSBAND AND WIFE

Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, only upon the express conditions as are hereinafter set forth.

1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.

2. The Lender may in its sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.

3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed this Rider the 8TH day of JULY, 19 88.

Mustafa M. Maksy
BORROWER MUSTAFA M. MAKSY

Fatma Maksy
BORROWER FATMA MAKSY

BOX 423

Office
#8358534

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Property of Cook County Clerk's Office

10/20/2024

BOX 453