

# UNOFFICIAL COPY

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CMC# 10e900-4

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 14th, 2009, the mortgagor is Basim Aljaber, married to Saida Aljaber ("Borrower"). This Security Instrument is given to Crown Mortgage Co., which is organized and existing under the laws of the State of Illinois, and whose address is 6131 W. 95th Street, Oak Lawn, Illinois 60453 ("Lender"). It witnesses the principal sum of One Hundred Forty Two Thousand Five Hundred and No/100ths Dollars (U.S. \$ 142,500.00). 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 in full, due and payable on January 1, 2020. This Security Instrument secures: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, on the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and to 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:

Lot 14 in Block 63 in the Northwest Land Associations Subdivision of the West 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 13 East of the Third Principal Meridian (except right of way of Northwestern Elevated Railroad Company), in Cook County, Illinois.

Permanent Tax Index Number: 13-13-127-013, Volume 334.

Saida Aljaber has executed this mortgage for the sole purpose of perfecting the waiver of her homestead rights.

which has the address of

4419 N. Albany  
Street

Chicago

Illinois 60625 ("Property Address")

BORROWER WITH all the improvements now or hereafter erected on the property, and all easements, rights, or purtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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.

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**MAIL TO**

THIS DOC. WAS PREPARED BY: Annette M. Ledbetter  
CROWN MOTEL CO.  
6131 W. 95TH STREET  
OAK LAWN, ILLINOIS 60464

AT 0 CLCK PAGE 0F M. AND DULY RECORDED IN BOOK  
DOC. NO. FILED FOR RECORD IN THE RECORDER OFFICE OF  
COUNTY, ILLINOIS, ON DAY OF A.D. 19

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS  
DAY OF AUGUST, 1919.

I, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE  
AFORESAID, DO HEREBY CERTIFY THAT  
HIS WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON  
WHOSE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME  
THIS DAY IN PERSON AND ACKNOWLEDGED THAT  
SIGNED, SEALED AND DELIVERED THE  
SAID INSTRUMENT AS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES  
HEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF MASTESTAD.

• 55

STATE OF ILLINOIS

Basil Aljaber, married	
12-2238	
(SCEA)	
Basim Aljaber, married	
12-2238	
(SCEA)	
Saida Aljaber	
X Saida Aljaber	
(SCEA)	
Saida Aljaber	
X Saida Aljaber	
(SCEA)	
Basil Aljaber	
X Basil Aljaber	
(SCEA)	

**X** Other (Specify) \_\_\_\_\_ **-4 Family Rider**

20. **Liability for Damages.** A person who creates or transfers a right to property under this paragraph shall pay any recordation costs prior to the expiration of any period of recordation following his transfer of such rights to another, by agreement of the parties or by judgment of a court of competent jurisdiction.

21. **Recordation Costs.** A person who creates or transfers a right to property under this paragraph shall pay any recordation costs incurred by him and his attorney, if any, and shall pay any recordation costs incurred by the receiver of the sums received by this Security instrument.

22. **Release.** If a person creates or transfers a right to property under this paragraph, he shall release this Security instrument when he has paid all sums secured by this Security instrument.

19. Acceleration: Remedies. Under the law of Secrecy Instrumentalities (not set prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, no less than 30 days from the date the notice shall specify; (d) the notice shall furnish the details of any contention or agreement prior to acceleration under paragraphs 13 and 17.

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UNIFORM COVENANTS, Borrower and Lender covenant as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates 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 promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation covered by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower still has the right to have enforcement of this Security Instrument delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of recording of this Security Instrument to any power of sale contained in this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforecming this Security Instrument. Those conditions are that Borrower pays Lentor all sums which would be due under this Security Instrument and the Note had no acceleration occurred; (b) curts any default of any other co-owners of agreeement; (c) pays all expenses incurred in enforcing this Security Instrument; and (d) takes such action as Lentor may reasonably require to pay the sum Security instrument shall remain unpaid. Upon reacceleration by acceleration, this Security Instrument and the other instruments shall remain valid, effective as if no acceleration had occurred.

If Lender receives notice of acceleration of a Note or if Borrower fails to pay all sums secured by this Security Instrument within the period specified in the Note, Lender may demand payment of all sums secured by this Security Instrument.

17. The owner of the Property or a beneficial licensee in Boroover, if all or any part of the Property or any portion thereof is taken by eminent domain, the current market value of such portion shall be paid to the owner.

Note can be declined to the customer which can be applied to the amount of the Note or to the amount of the Note less than the amount of the Note.

Proposed modifications will be required to the existing application to add a new address and telephone number. The notice shall be directed to the property owner at the new address.

rendezvous any person or the like, or this country, for the purpose of applying laws has the effect of permitting the paragraph to be inserted in this option. Under such circumstances, instruments according to its terms, I consider shall take the steps specified in the second paragraph of

12. **Chargé de la loi.** Il est à noter que la loi peut être interprétée de telle manière qu'il n'est pas nécessaire d'obtenir l'autorisation de la Cour suprême pour la faire appliquer. Cependant, si la Cour suprême décide de ne pas autoriser la loi, elle devra être modifiée ou annulée.

11. **Successors and Assignees; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind joint and several successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 7. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under this Security Instrument jointly and severally with the other Borrower(s) for all sums due or to become due under this Security Instrument, notwithstanding that such Borrower may have no personal liability to pay the same, excepted by this Security Instrument (a) if the sum accrued by this Security Instrument is paid in full, (b) to the extent that Borrower may agree to pay the sum accrued by this Security Instrument (c) after the terms of this Security Instrument have been extended and any other Borrower may agree to extend the sum accrued by this Security Instrument (d) if the sum accrued by this Security Instrument has been converted into a note or otherwise transferred to another person, provided that the person to whom the sum accrued by this Security Instrument has been transferred shall be liable for the sum accrued by this Security Instrument, and (e) if the sum accrued by this Security Instrument has been converted into a note or otherwise transferred to another person, provided that the person to whom the sum accrued by this Security Instrument has been transferred shall be liable for the sum accrued by this Security Instrument.

shall not be a waiver of or preclude the exercise of any right or remedy

10. Borrower Not Releasable; Postponement of Payments; Payment of Late Premiums; Right to Change Paraphrases 1 and 2 of the original Note; Lender's Right to Prepayment of Such Payments.

make an award to certify a claim for damages. Borrower fails to respond to Lender's notice within 30 days after the date the notice is given, Lender can authorize collection and apply the proceeds, at its option, either to restoration or repair of the property or to the same as used by this Securitization instrument, whether or not then due.

If the Purchaser is satisfied with the Property, or if after notice by Lender to Borrower that the demand for payment to the Purchaser is abandoned by Borrower, or if the Purchaser fails to pay the amount demanded before the date fixed for payment, the Purchaser shall be liable to the Seller for the amount of the Purchase Price paid to the Purchaser plus interest thereon at the rate of six percent per annum from the date of payment to the Purchaser until paid to the Seller.

**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 of this security instrument for the payment of any claim made by Lender or any other party of the Premiums.

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## I-4 FAMILY RIDER Assignment of Rents

THIS I-4 FAMILY RIDER is made this 12th day of December, 1989, 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 **Crown Mortgage Co.**, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**4419 N. Albany, Chicago, IL 60625**  
(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 no 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 the I-4 Family Rider.

*[Signature]* ..... (Seal)  
**Basim Aljaber, married** ..... (Signature)  
..... (Seal) ..... (Signature)  
..... (Seal) ..... (Signature)

*[Signature]* ..... (Seal)  
**Saida Aljaber** ..... (Signature)  
..... (Seal) ..... (Signature)

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Property of Cook County Clerk's Office