

# UNOFFICIAL COPY

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#2031 # A \*-90-089608  
COOK COUNTY RECORDER

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90089608  
Cook County Clerks Office

## THE TERMS OF THIS LOAN MORTGAGE CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 22  
1990. The mortgagor is KHALED SULEIMAN, BACHELOR AND WALID SULEIMAN, BACHELOR AND  
HUSEIN SULEIMAN, MARRIED TO TERESA SULEIMAN\*\*

("Borrower"). This Security Instrument is given to SUMMIT FINANCIAL SERVICES  
ITS SUCCESSORS AND/OR ASSIGNS

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is  
5818 SOUTH ARCHER ROAD  
SUMMIT, ILLINOIS 60501 ("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED AND NO/100

Dollars (U.S. \$ 122,800.00 ). 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 MARCH 1, 1992 . 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:

LOT 201 IN JOHN P. ALGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE NORTH  
HALF OF BLOCK 6 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF LINCOLN  
AVENUE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS  
90089608

\*\*TERESA SULEIMAN IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF  
WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

which has the address of 3113 NORTH SOUTHPORT  
(Street)

Illinois 60657 ("Property Address")

CHICAGO  
(City)

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

4-130-6F(IL)-8909

VMP MORTGAGE FORMS • 1313293 #100 • 1800/621 7291

Form 3014 12/83

Amended 5/87

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
ARGO SAVINGS & LOAN ASSOCIATION, A FEDERAL  
SUGAR PLAIN ASSEMBLY  
OFFICIAL SEAL  
7600 WEST 63RD STREET  
NATIONAL GUARD STATE OF ILLINOIS  
MISSION EXPRIES 2/25/33  
SUMMIT, IL 60501

## ТЮСЛЯК НА ГЕРМАНИЮ

U.S. PATENT AND TRADEMARK OFFICE  
CIRCULAR STAMP  
OCT 10 1990

My Commission expires:

Given under my hand and official seal, this ..... February 22, ..... 1990  
Signature set forth.

I, ....., the undersigned, ....., a Notary Public in and for said County and State,  
do hereby certify that..... Teresa Suleiman married to Hussein Suleiman  
..... personally known to me to be the same person(s) whose name(s) is..... sub-  
scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that..... s. he.....  
signed and delivered the said instrument as..... hef..... free and voluntary act, for the uses and purposes

*Sixty-eight County seats  
of Illinois.*

TERESA SULEIMAN IS EXECUTING THIS  
MORTGAGE SOLELY FOR THE PURPOSE OF  
MAINTAINING ANY AND ALL MARRITAL AND  
HOMESTEAD RIGHTS.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.**

- |   |  |   |   |   |   |
|---|--|---|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Ride | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Graduated Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) (Specify) |
|---|--|---|---|---|---|

20. Lender in Possession. Upon acceleration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents appurtenant thereto until the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) 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, premiums on bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recoradation costs.

22. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co/menants and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Check applicable box(es):

19. Acceleration; Remedies; Borrower shall receive further notice of acceleration and agree as follows:

(a) Any covered instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (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; and

(d) That failure to cure the default on or before the date specified in the notice may result in acceleration of the Property. The notice shall further specify the date by which the default must be cured; and

(e) Information Borrower of the right to remit late payment, foreclosure by judicial proceeding and sale of the Property, The notice shall further specify the date before the notice to Borrower, by which the default must be cured; and

(f) That failure to pay the amount due on or before the date the notice is given to Borrower, further demand by Seller to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

# UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender covenant and agree 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owed 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 secured 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 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 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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# **UNOFFICIAL COPY**

If Lender exercises his option, Lender shall give Borrower notice of acceleration and the notice shall provide of notice than 30 days from the date the notice is delivered to 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.

16. Borrower's Copy. Borrower shall be given one copy of this Note and of this Security Instrument.  
 Notes are described to be delivered.  
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property of any  
 interest in it is sold or transferred for a beneficial interest in Borrower, if all or any part of the property of any  
 person without Lender's prior written consent, Lender may, at its option, require immediate payment 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.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that this 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. The parties hereto agree that the Note and the Security Instrument shall be construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mail unless applicable law requires use of another method. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the first class mail to Lender's address stated herein or to Borrower's address if Borrower has furnished a notice to Lender. Any notice to Borrower shall be deemed to have been given to Borrower if given as provided in this paragraph.

13. **Legislation Affection Lenders' Rights.** If enactment of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at his 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

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 it is interpreted 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 sums already collected from Borrower which exceeded permitted limits will be refundable to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct prepayment under the Note.

**11. Successors and Assignees; Bound; Joint and Several Liability; Co-Signers.** 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 successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Assessor and his heirs, executors, administrators and personal representatives under the same terms and conditions as the original Borrower. This Security Instrument shall be binding upon Borrower and his heirs, executors, administrators and personal representatives, notwithstanding any provision to the contrary contained in any agreement between Borrower and his heirs, executors, administrators or personal representatives.

United States, 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 Paragraphs 1 and 2 or change the amount of such payments. 10. Borrower's Note Releases; Forebearance By Lender Not a Waiver. Extension of the time for payment modified certain of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, who shall not be required to release the liability of the holder of the original Borrower's successors in interest. Lender shall not be liable for any sums paid to Lender by Borrower's successors in interest. Payment of any sums paid to Lender by Borrower's successors in interest shall not be a waiver of or preclude the exercise of any right or remedy 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.

If the property is damaged or lost, the carrier is liable to the owner for the actual damage suffered, provided that the damage is caused by the carrier's negligence.

paid to **Bronfman**, who in turn paid his **Businessmen** for their services, which were rendered to **Bronfman** by **his** **Businessmen**.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security, and any balance shall be passed over to the heirs or devisees.

**9. Condemnation of other property.** The proceeds of any award of claim for damages, direct or consequential, in connection with condemnation of any part of the property, or for conveyance in lieu of condemnation, are hereby

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.



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DEPT-0115 100  
T#1111 TRAN 9751 02/26/90 11:00:00  
#2031 \* 90-089608  
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1990. The mortgagor is KHALED SULEIMAN, BACHELOR AND WALID SULEIMAN, BACHELOR AND  
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ITS SUCCESSORS AND/OR ASSIGNS

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ONE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED AND NO/100

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LOT 201 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE NORTH  
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AVENUE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS 90089608

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(Street)

Illinois 60657 ("Property Address"):

CHICAGO  
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
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variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

VMP-6F(IL) 90089608

VMP MORTGAGE FORMS • 1313293 8100 • (800)521 7291

Form 3014 12/83

Amended 5/87

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(STEN ORIGINAL ONLY)

BOSTONER  
(1999)

HOSSEIN SOLTANIAN

Borrower  
(see)

Borrower  
[Signature]

KHALID SOLEIMAN

**AGB SIGNING BELOW:** Bottom of Acceptance and Acknowledgment Form

**KHABED SULEIMAN**

BY SIGNING BELOW, Borrower accepts and agrees to  
The Note Holder will notify me at least 60 calendar  
accrued but unpaid interest, and all other sums I am expected  
to pay pursuant to the Conditional Refinancing Option if  
notified in order to exercise the Conditional Refinancing Option  
Conditionally in order to exercise the Conditional Refinancing Option  
Holder will calculate the fixed Note Rate based on the date and time of day it  
is required to refinance the Note. The Note Rate  
new monthly payment amount and a date, time and place  
required refinancing. I understand the Note Holder will  
the title insurance policy, if any.

### **5. EXERCISING THE CONDITIONAL REFINANCING OPTION**

Provided the Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the maturity Date plus (d) any monthly payments I have not yet paid under Section 2 above, over the term of the New Note in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

The New Note Rate will be a fixed rate equal to the Federal National Mortgage Association's required net yield for 30-Year Mortgages subject to a 60-day mandatory deferral commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percent point (0.125%). The required net yield shall be (0.5%), rounded to the nearest one-eighth of one percent point (0.125%). The New Note Rate will be determined by the applicable net yield in effect on the date of the Note Holder's notice of my election to exercise the Conditional Retirement Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

### 3. CALCULATING THE NEW NOTE RATE

These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot be more than 30 days late on any of the 12 monthly payments; (3) no late fees or penalties may be charged for taxes and insurance; (4) the Note Holder is prohibited from foreclosing on the Property without first giving me a written notice to cure the default; (5) I must make a written request to the Note Holder as provided in Section 5 below.

NULL and 0 IN ENCLAVES 13

#### 1. CONDITIONAL RIGHT TO REFINANCE

further development and growth despite anything to the contrary correlated in the Security Instrument of the Note;

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". Understand the Lender may transfer the Note. Security instrument and this Rider. The Lender or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

3113 NORTH SOUTHPORTE CHICAGO, ILLINOIS 60657

3113 NORTH SOUTHPOR

SUMMIT FINANCIAL SERVICES

be demanded to demand and stipulate the Mortgagor, Seced of Deed to Secure Debts (the "Security Instrument") of the same date given by the Undersigned (the "Borrower") to secure the Borrower's Note to be delivered to the undersigned the day of , and is incorporated into this Note.

**BALLOON RIDER**

## UNOFFICIAL COPY

30089008

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

HUSEIN SULTIMAN

WALID SULTIMAN

KHALID SULTIMAN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Security Instrument.

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

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

prevention Lender from exercising the rights under this paragraph E.  
Borrower has not exercised any prior assignment of the rents and has not and will not perform any act that would

or Lender's agent on Lender's written demand to the tenant.

and receive all of the rents of the Property; and (ii) each tenant of the Property shall pay all rents due and unpaid to Lender and receive all of Lender only, to be applied to the sums secured by the Security Instrument; (iii) Lender shall be entitled to collect benefit of Lender gives notice of breach to Borrower; (ii) all rents received by Borrower shall be held by Borrower as trustee for assignment and not an assignment for additional security only.

If Lender gives notice of breach to Lender, prior to collection of rents and to Lender, this assignment of rents constitutes an absolute

of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute breach of any covenant in the Security Instrument, Borrower shall collect and receive all rents and revenues

of the Property to pay the rents to Lender or Lender's agent. However, prior to Lender's notice to Borrower's property to pay the rents to Lender or Lender's agent, to collect the rents and revenues and hereby directs each tenant

property. Borrower authorizes Lender or Lender's agent, to transfer all the rents and revenues of the

E. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the

paragraph E, the word "lease" shall mean, includes, if the Security Instrument is on a leasehold.

modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this security deposits made in connection with leases and to execute new leases, Lender shall have the right to

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all

D. "BORROWER'S RIGHT TO REMISSION" DELETED. Uniform Government 18 is deleted.

which insurance is required by Uniform Government 5.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security

Instrument to be placed against the Property without Lender's prior written permission.

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the

Lender further covenant and agree as follows:

3113 NORTH SOUTHPORTE, CHICAGO, ILLINOIS 60657  
(Property Address)

This 1-4 FAMILY RIDER is made this \_\_\_\_\_ day of FEBRUARY 22ND 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 and covering the property described in the Security Instrument and located at:

SOMMIT FINANCIAL SERVICES

"Security Instrument" of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the

1-4 FAMILY RIDER is made this \_\_\_\_\_ day of FEBRUARY 22ND and is incorporated into 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

1-4 FAMILY RIDER  
Assignment of Rents

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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