

# UNOFFICIAL COPY

Form 3014 9/90

ILLINOIS Single Family Mortgage Forms 131213 8100 18001621 7231

GRILLO motion

(Street, City).

Illinois 60641 (Zip Code) ("Property Address"):

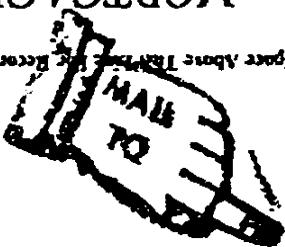
CHICAGO

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which has the address of 5110 WEST BYRON, CHICAGO

13-21-204-038

OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH 1/2 OF THE  
LOT 310 AND THE EAST 10 FEET OF LOT 309 IN GRAYLAND PARK  
described property located in COOK COUNTY, Illinois:  
Securily instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
product the security of this Securily instrument; and (c) the performance of Borrower's covenants and agreements under this  
extension and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
this Securily instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all encumbrances,  
mortgagors, with the full debt, if not paid earlier, due and payable on July 1, 2021  
This debt is evidenced by Borrower's note dated the same date as this Securily instrument ("Note"), which provides for  
ONE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED AND NO/100  
("Lender"). Borrower owes Lender the principal sum of  
NORRIDGE, ILLINOIS 60634  
address is 4242 NORTH HARLEM  
which is organized and existing under the laws of UNITED STATES OF AMERICA  
and whose  
("Borrower"). This Securily instrument is given to  
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
AND MAGDALENA AHMED, HUSBAND AND WIFE  
RUGAYA N. AHMED, HUSBAND AND WIFE AND KHALED BIN AHMED  
KASIM BIN AHMED AND  
THIS MORTGAGE ("Security instrument") is given on JUNE 18, 1991  
The mortgagor is  
KASIM BIN AHMED AND  
RUGAYA N. AHMED, HUSBAND AND WIFE AND KHALED BIN AHMED  
AND MAGDALENA AHMED, HUSBAND AND WIFE  
NORRIDGE, ILLINOIS 60634  
address is 4242 NORTH HARLEM  
which is organized and existing under the laws of UNITED STATES OF AMERICA  
and whose  
("Borrower"). This Securily instrument is given to  
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
SKORIE, ILLINOIS 60077  
ATTENTION: EMMA GUILTY  
10000 SKOKIE BOULEVARD  
LOAN ASSOCIATION OF ILLINOIS  
RECORD AND RETURN TO:  
91308734  
RECORDED  
147777 TELN 1087 65/25/91 13:59:00  
455103 4-3-308734  
0201-01 RECORDING  
6510 25  
91308734  
SJS



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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 sum 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by 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.

11. 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.

12. Successors and Assigns 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 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.

13. 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 sums 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.

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.

# UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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.

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve  
each-twelfth of the yearly non-magnitude insurance premium being paid by Borrower when the insurance coverage lapses or cascades to  
substantially equivalent magnitude insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to  
cost to Borrower of the mortgage insurance previously in effect, from a cost substantially equivalent to the amount required by Lender, if  
obligation coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the  
mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to  
insurance. Borrower shall pay the premium required to maintain the non-magnitude insurance in effect, if, for any reason, the  
8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security  
payment.

date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting  
Security insurance. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the  
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this  
7. Lender does not have to do so.

reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph  
include paying any sums secured by a lien which has priority over this Security instrument, including in court, paying  
pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may  
proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and  
this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a  
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in  
lasclosed and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the  
to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a  
to provide Lender with any material information with the least evidence by the Note, including, but not limited  
Borrower, during the loan application process, gave written materially false or inaccurate statements to Lender (or failed  
impairment of the lien created by this Security instrument or Lender's security interests. Borrower shall also be in default if  
chart, in Lender's good faith determination, precludes enforcement of the Borrower's interest in the proceeding to be dismissed with a ruling  
court such a default and reinstated, as provided in paragraph 18, by suspending the action or proceeding to be dismissed with a ruling  
Property or otherwise impair the lien created by this Security instrument or Lender's interests. Borrower may  
action or proceeding, whether civil or criminal, is begun, or in Lender's good faith judgment could result in forfeiture of the  
Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture  
extenuating circumstances exist which are beyond Lender's control. Borrower shall not destroy, damage or impair the  
the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless  
this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after  
Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of  
6. Occupancy, Preservation of the Property; Borrower's Loan Application; Leaseholds.

immediately prior to the acquisition of the property prior to the acquisition  
damage to the Property is acquired by Lender to any insurance policy or proceeds resulting from  
under paragraph 2, the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If  
postpone the due date of any applicable principal to principal shall not exceed or  
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
accrued by this Security instrument, whether or not given the notice is given.

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

paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender,  
shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of  
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender  
option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's  
liabilities. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval  
that Lender requires, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods  
liabilities or floodings, for which Lender requires insurance. These amounts now existing or hereafter created on the  
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter created on the

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Form 301a 9/96

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 consent, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date Secured by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies Secured by this Security instrument, Lender's rights under this instrument will be limited to the exercise of acceleration or demand or Borrower.
18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have acceleration of this Security instrument without further notice or demand on Borrower.
19. Sale of Notes; Change of Lessor. The Note or a partial interest in the Note (together with this Security instrument) may be sold out of the Note, unless written prior notice to Borrower. A sale may result in a change in the entity known as the "Lessor Servicer"; the original servicer may pay amounts due under the Note and this Security instrument. There also may be one or more changes of the Lessor Servicer under the Note and this Security instrument. The new Lessor Servicer shall be liable for all obligations under the Note and this Security instrument, except as otherwise provided in the Note and this Security instrument.
20. Hazardous Substances. Borrower shall not cause or permit the practice of any trade, occupation, claim, demand, lawsuit or other action by any individual, partnership, firm or corporation in connection with the removal or remediation of any Hazardous Substances in accordance with Environmental Law and the following subsections:
- (a) Any removal or remediation of any Hazardous Substances by Borrower shall be done in accordance with Environmental Law and the following subsections:
  - (b) Any removal or remediation of any Hazardous Substances by Borrower shall be done in accordance with Environmental Law and the following subsections:
  - (c) Any removal or remediation of any Hazardous Substances by Borrower shall be done in accordance with Environmental Law and the following subsections:
  - (d) Any removal or remediation of any Hazardous Substances by Borrower shall be done in accordance with Environmental Law and the following subsections:
- As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following subsections: explosive, corrosive, other dangerous or toxic products, toxic materials and by-products, volatile solvents, volatile substances, gases, organic, inorganic, radioactive materials, As used in this paragraph 20, "Environmental Law" means Federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the amount required to cure the default; and (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) the date, not less than 30 days from the date the notice is given to Borrower, by which the notice shall further accrue by this Security instrument until further default occurs; (d) the date specified in paragraph 19 if acceleration proceeding the default; and (e) the date specified in paragraph 19 if acceleration proceeding the default.
22. Rights. Lender shall be entitled to collect all expenses incurred in pursuing this security instrument by Lender, including, but not limited to reasonable attorney's fees and costs of little evidence.
23. Waiver of Foreclosure. Borrower waives all right of foreclosure except in the Property.

308734

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REC'D 8/28/92  
COOK CO. CLERK'S OFFICE

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

Witnesses:

Magdalena Ahmed 347-58-4337  
MAGDALENA AHMED (Seal)  
Social Security Number

STATE OF ILLINOIS  
I, the undersigned, a Notary Public in and for said county and state do hereby certify

that KASIM BIN AHMED AND  
RUQAYYA N. AHMED, HUSBAND AND WIFE AND KHALED BIN AHMED  
AND MAGDALENA AHMED, HUSBAND AND WIFE

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

Given under my hand and official seal, this

18 day of June 1992

Notary Public **OFFICIAL SEAL**  
Denise M. Olson  
Notary Public, State of Illinois  
My Commission Expires 8/16/92

My Commission Expires:

This Instrument was prepared by:  
EMMA GUILTY  
SKOKIE, IL 60077

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4 3 0 9 7 3 1 6

MULTISTATE 1-4 FAMILY RIDER - Family Rider/Freddie Mac Multi-Year Instrument

Form 3170 5/90

DPS 1082

constitutes an absolute assignment and not an assignment for additional security only.

Lender has given notice to the tenant(s) that the Rents are to be paid to Lender's agent. This assignment of Rents is made until [ ] Lender has given Borrower notice of default pursuant to Paragraph 21 of the Security Instrument and [ ] the Rents shall pay the Proprietor directly to Lender to whom the Rents of the Proprietary are payable. However, Borrower shall receive agreements that each tenant of the Proprietary shall pay the Rents to Lender's agent, and agents to collect the Rents, and whom the Rents of the Proprietary are payable. Borrower authorizes Lender's agent to collect the Rents, and and unconditionally assigns and transfers to Lender all the rents and revenues "Received" of the Proprietary, regardless of to whom the Rents are assigned.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely bargesaph G, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold

model, except or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this model, security deposits made in connection with leases of the Proprietary. Upon the assignment, Lender shall have the right and all security deposits made in connection with leases of the Proprietary, Lender's agent, and leases of the Proprietary set forth in Uniform Coverage 6 shall remain in effect.

J. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all existing coverants and agreements Uniform Coverage 6 concerning Borrower's occupancy of the Proprietary is deleted. All existing coverants and agreements

F. BORROWERS OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in E. BORROWERS RIGHT TO REINSTATE. DELETED. Uniform Coverage 1B is deleted.

E. BORROWERS RIGHT TO UNIFORM COVERAGE IS REQUIRED BY UNIFORM COVERAGE 5.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards security instrument to be perfected against the Proprietary without Lender's permission. Written permission

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the with all liens, ordinances, regulations and agreements of any government authority applicable to the Proprietary.

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

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in this 1-4 Family Rider and the Security instrument as the "Property,"

described in the Security instrument for the leasehold estate in the Security instrument is on a leasehold referred to in item 2 part of the Proprietary covered by the Security instrument. All of the foregoing together with the Proprietary

hereinafter attached to the Proprietary, all of which, including replacements and additions thereto, shall be deemed to be and blinds, shades, curtains and curtains rods, standard motors, cabinents, paneling and attached loose coverings now or

earmages, stairs, railings, distributions, washers, dryers, awnings, storm windows, storm doors, sinks, screens, exterior glassings appurtenances, security and access control apparatus, plumbing, bathtubs, water heaters, fire prevention and

those for the purposes of supplying a distributing heating, cooling, electricity, gas, water, air and light, fire protection, or heat, located in, on, or near, or related to be used in connection with the Proprietary, including, but not limited to,

the Proprietary covered by the Security instrument; building materials, appurtenances and goods of every nature whatsoever now described in the Security instrument, the following items are added to the Proprietary description, and shall also constitute

1-4 FAMILY COVENANTS. In addition to the coverants and agreements made in the Security instrument, Borrower and Lender, if either covered as follows:

(Proprietary Address)

5110 WEST BVRON, CHICAGO, ILLINOIS 60641

The Lender of the same date and covering the Proprietary described in the Security instrument and located at THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

Security instrument of the same date given by the undersigned the "Borrower" to secure Borrower's note to incorporate into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed of the Security instrument of the same date given by the undersigned the "Borrower" to secure Borrower's note to

THIS 1-4 FAMILY RIDER is made this 18TH day of JUNE 1991, and is

ASSIGNMENT OF RENTS  
1-4 FAMILY RIDER

# UNOFFICIAL COPY

OPS 1083

21300343

MAGDALENA AHMED  
 (Seal) *Magdalena Ahmed*  
 -Borrower  
 KHALED BIN AHMED  
 (Seal) *Khaled Bin Ahmed*  
 -Borrower  
 ROQAYYAR N. AHMED  
 (Seal) *Raqayyar N. Ahmed*  
 -Borrower  
 KASIM BIN AHMED  
 (Seal) *Kasim Bin Ahmed*  
 -Borrower

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

#### Security Instrument

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under the Security Instrument and Lender may invoke any of the remedies permitted by the law interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the

mainland the Property before or after giving notice of default to Borrower. However, Lender, Lender's agents or a Lender, or Lender's agents or a judicially appointed receiver, shall not be entitled to enter upon, take control of or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall judgments shall be liable to account for only those Rents actually received; and (iv) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property on behalf of Lender, Lender's agents or any fiduciary appointed receiver shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to collect the sums secured by the Security Instrument for such purposes shall become indebtedness of Borrower to Lender

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not program any act that would prevent Lender from exercising its rights under this paragraph.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents and funds expended by Lender for such purposes shall be liable to Lender secured by the Security instrument pursuant to Uniform Coverage Law.

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as trustee for the 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; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender's agents upon demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the receiver's behalf, and then to the sums secured by the Security Instrument for any purpose whatsoever, and Lender, Lender's agents or any fiduciary appointed receiver shall be liable to account for only those Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property on behalf of Lender, Lender's agents or any fiduciary appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to collect the sums secured by the Security Instrument for such purposes shall become indebtedness of Borrower to Lender