

PREPARED BY:
DPB, INC.
PALMS HEIGHTS, IL 60463

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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RECORD AND RETURN TO:
CITIBANK, FEDERAL SAVINGS BANK
P.O. BOX 790021
ST. LOUIS, MO 63179-0021

(Place Above This Line For Recording Data)

0002071463

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 18, 1994. The Mortgagor is MOHAMMAD S. VALIMOHAMMAD AND CHRISTINE M. VALIMOHAMMAD, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CITIBANK, FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 180 GRAND AVENUE, OAKLAND, CALIFORNIA, 94612 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 135,000.00). 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 APRIL 1, 2009. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 14 IN BLOCK 3 IN WINDSOR RIDGE UNIT ONE SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

This Mortgage is being re-recorded for the purpose of adding an 1-4 Family Rider.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of 541 MULBERRY COURT

BUFFALO GROVE

Illinois 60089

(Property Address)

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.

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DPB 1842

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. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

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. 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 Lender's estimate, as described below, of: (a) one-twelfth of each type of yearly taxes and assessments which may obtain priority over the Security Instrument; (b) one-twelfth of the yearly leasehold payments or ground rents on the Property, if any; (c) one-twelfth of the yearly hazard or property insurance premiums; if any; (d) one-twelfth of the yearly flood insurance premiums, if any; (e) one-twelfth of the yearly mortgage insurance premiums, if any; and (f) one-twelfth of any similar items which are commonly paid by borrowers to lenders, whether now or in the future, in connection with a secured debt. The items described in (a) - (f) are called "Borrower Items".

The Funds shall be placed in an account ("Borrower Account") at an institution whose deposits are insured by a federal agency, institution, or entity (including Lender, if Lender is such an institution) or at any Federal Home Loan Bank. Lender may charge Borrower for holding and applying the Funds, analyzing the Borrower Account and verifying the Borrower Items, and Lender may require Borrower to pay a one-time charge to establish a real estate tax reporting service used or provided by Lender in connection with this loan. Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Lender shall annually analyze the Borrower Account to determine the adequacy of the monthly Funds being collected for each Borrower Item; at its option Lender may analyze the Borrower Account more frequently. Lender shall estimate the amount of Funds needed in the Borrower Account to pay future Borrower Items; to pay future Borrower Items when due, on the basis of: (i) current data, including the anticipated disbursement dates for each Borrower Item; (ii) reasonable estimates of expenditures of future Borrower Items; (iii) the time interval between disbursements for each Borrower Item; and (iv) the amount of Funds in the Borrower Account for each Borrower Item at the time Lender analyzes the Borrower Account. Lender and Borrower agree that Lender's estimate of the amount of Funds needed in the Borrower Account is an approximate estimation. At any time if the amount of Funds in the Borrower Account for each Borrower Item will not be sufficient to pay each Borrower Item when due, Lender may notify Borrower in writing and may require Borrower to pay for the amount of the deficiency. Borrower shall be in default if, after receipt of notice from Lender, Borrower fails to timely pay Lender the amount of the deficiency. At Lender's sole discretion, Borrower may repay any deficiency in no more than 12 monthly payments. If Lender's Borrower Account analysis indicates that the Funds in the Borrower Account for each Borrower Item exceed the amount Lender estimates is needed to pay each future Borrower Item when due, Lender shall refund any such excess to Borrower within 30 days of the Borrower Account analysis. In addition to the Funds estimated as described above, and to ensure that the Funds in the Borrower Account will be sufficient to pay Borrower Items when due, Lender may require Borrower to maintain in the Borrower Account an additional balance of Funds not to exceed 2 monthly Borrower payments.

Lender shall apply the Funds to pay the Borrower Items when due. Lender shall give to Borrower an annual accounting of the Borrower Account, showing credits and debits to the Borrower Account and the purpose for which each debit from the Borrower Account was made. The Funds in the Borrower Account are pledged to Lender as additional security for all sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall refund to Borrower any Funds held by Lender. Such refund shall be made within 30 days of Borrower's payment of all sums secured by this Security Instrument. If, under paragraph 2.1, 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.

Lender's and Borrower's covenants and agreements under this paragraph 2 are subject to applicable state and federal law.

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; and any sums payable by Borrower to Lender in accordance with the provisions of paragraph 2, in the order of the payment of mortgage insurance premiums; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. CHARGES; LINES. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may obtain priority over the 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 all notices of amounts to be paid, evidencing the payments.

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Borrower shall promptly defend any lawsuit or proceedings brought by this Security Instrument or unless Borrower is obligated to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contacts in good faith the attorney, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion appear to prevent the enforcement of the lien, or to hinder or delay the holder of the lien in any action satisfactory to Lender in enforcing 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 giving of notice.

4. FIRE AND PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, including theft, and other perils within the term "extended coverage" and any other perils for which Lender requires insurance, including floods or flooding, whether or not identified or existing at the time the loan is made. 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged if, in Lender's sole determination, 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 insured 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 21 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.

5. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. 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 forfeiture 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 paying fees for periodic inspections of the Property. In addition to these actions Lender may enter on the Property to make repairs, change locks, replace or board-up doors and windows, drain pipes, eliminate building code violations or dangerous conditions, turn utilities on or off, or undertake whatever else is necessary to protect the value of the Property and Lender's rights in the Property. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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12. SUCCESSIONS AND ASSIGNMENTS 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 (as is co-signing this Security Instrument) shall not be personally obligated to pay the sums secured by this Security Instrument, and in agreement 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.

Lender's rights or remedies under this Security Instrument or the Note. (iii) affect Lender's rights to prohibit or restrict future modifications requested by Borrower; or (iv) affect Property; (iii) act as a satisfaction, release or novation; (iii) change or impair Lender's security interest or lien priority in the Modifications of any of Borrower's or Lender's covenants or agreements under this Security Instrument or the Note shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due. Given, Lender is authorized to collect and apply the proceeds, at its option, toward restoration or repair of the Property or an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make sums are then due.

law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured immediately before the taking, unless Borrower or Lender otherwise agree in writing or unless applicable of the Property in which the fair market value of the Property is less than the amount of the value of the Property immediately before the taking. Any amount that is paid to Borrower, in the event of a partial taking following fraction (a) the total amount of the sum secured immediately before the taking, divided by (b) the fair market writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair market value of the Property is equal to or greater than the amount of the instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security and shall be paid to Lender.

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 any award in lieu of condemnation, are hereby assigned give Borrower notice of the time of or prior to an inspection expiring reasonable cause for the inspection.

9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall agreement between Borrower and Lender or applicable law. In effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this

other sums secured by this Security Instrument which are due and unpaid. In addition, subject to applicable law, Borrower agrees to pay Lender interest at the Note rate on all requesting payment. from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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12. **LOAN CHARGES.** If the instrument is subject to a law which sets maximum total charges, and the law is amended 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, this reduction will be treated as a partial prepayment without any prepayment charges under the Note.

13. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery or by sending it by first class mail postage prepaid, or by prepaid overnight delivery service, or by any similar method or private carrier or delivery method generally accepted in the locality where the Property is located, 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 postage prepaid 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.

14. **SEVERABILITY.** 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.

15. **BORROWER'S COPY.** Borrower shall be given one duplicate of the Note and of this Security Instrument.

16. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If borrower fails to pay the 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.

17. **BORROWER'S RIGHT TO REINSTATE.** If borrower meets certain conditions, borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no default had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 16.

18. **SALE OF NOTE; CHANGE OF LOAN SERVICER.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. **HAZARDOUS SUBSTANCES.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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My Commission Expires: 11-24-95

Notary Public

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...

STATE OF ILLINOIS, COOK LAKE County ss: a Notary Public in and for said county and state do hereby certify that MOHAMMAD S. VALIMOHAMMAD AND CHRISTINE M. VALIMOHAMMAD, HUSBAND AND WIFE

Witnesses: MOHAMMAD S. VALIMOHAMMAD CHRISTINE M. VALIMOHAMMAD

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.

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.

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Subject to applicable law, Borrower shall pay a reasonable fee for the preparation of the release document and shall pay any recording costs.

23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property. 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 Assumption Rider [] Fixed Rate Assumption Rider [] Second Home Rider [] Condominium Rider [] Forward Unit Development Rider [] 1-2 Family Rider [] Other(s) (specify) []

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, foxite pesticide and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and 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.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, foxite pesticide and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and 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.

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Property of COOK COUNTY

042 1983

**1-4 FAMILY RIDER
Assignment of Rents**

1-20110MME
(2-4)

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1994

THIS 1-4 FAMILY RIDER is made this 11TH day of MARCH, 1994, 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 CIBIBANK, PSB (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

541 MULBERRY COURT, BUFFALO GROVE, IL 60089
(Property address)

1-20110MME

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument for the leasehold estate if the Security Instrument is on a leasehold are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. 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.

C. 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.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 8.

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

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.

G. 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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