

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P. O. Box 204  
Grand Rapids, MI 49501-0204

96702006

LOAN NO. 0896561  
Affiliate No.

*RUCOP2006* (Space Above This Line For Recording Data)

## MERCURY TITLE COMPANY, LLC. - L MORTGAGE *3750*

THIS MORTGAGE ("Security Instrument") is given on September 11, 1996. The mortgagor is  
SAFED KHAN, a bachelor

This Security Instrument is given to WINDSOR MORTGAGE, INC., ("Borrower").

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
1932 N. CLARK, CHICAGO, IL 60614 ("Lender").

Borrower owes Lender the principal sum of One Hundred Forty Four Thousand Dollars and no/100  
Dollars (U.S. \$ 144,000.00). 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 October 1, 2026. 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:

SEE ATTACHED LEGAL DESCRIPTION

96702006

11-31-409-017-0000

which has the address of 1616 WEST NORTHSIDE  
[Street]  
Illinois 60626 ("Property Address");  
[Zip Code]

CHICAGO  
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,  
appurteances, 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".

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ISG/CMDTL//0491/3014(9-90)-L

FORM 3014-9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. A lien which may attach priority over this Security Instrument, Lender may give Borrower a notice of the Property is subject to any part of the instrument.

Lender shall notify the Lender of the instrument to the Lender that any part of the instrument is subject to any part of the instrument.

Borrower to prevent the enforcement of the instrument by Lender, or (c) secures from the holder of the instrument a good faith affidavit of the instrument secured by the Lender in a manner acceptable to the Lender; (b) consents in good faith the Lender, or (d) defers against the instrument secured by the Lender to Lender; (e) agrees in writing to the payment of the instrument of the Security Instrument to Lender; (f) consents in good faith to the promissory discharge and/or cancellation of the instrument by Lender.

Lender receives to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall pay all taxes, assessments, charges, fines and impositions arising from the property which may attach priority over this Security Instrument, and Lender shall pay all ground rents, if any.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions due under the Note.

under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note, second, to amounts payable under paragraphs 2, third, to interest due, fourth, to principal due; and last, to any late charges due under the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

sums secured by this Security Instrument.

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 as a credit against the sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the

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 months, if Lender's sale is successful.

By Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing.

Borrower for the excess funds in accordance with the regulations of a applicable law, if the amount of the funds held

to the account real estate tax reporting service used by Lender in connection with this loan, unless applicable law

permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or attorneying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law

pay the Escrow items, Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the funds to

(including Lender, if Lender is in an institution whose deposits are insured by a federal agency, instrumentality, or entity

The funds shall be held in an interest bearing account, or annuity, or savings account, or certificate of deposit, or

provided otherwise. Unless an agreement is made to apply law requirements in connection with this loan, unless applicable law

permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or attorneying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law

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permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or annuity, or savings account, or certificate of deposit, or

1. Payment of Freight and Intereat; 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 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 attach priority over this Security Instrument as a lien on the Property; (b) yearly

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (c) yearly

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (d) yearly

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (e) yearly

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (f) yearly

yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (g) yearly

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

implied warranties by jurisdiction to consult a uniform security instrument covering real property.

Borrower warrants and will defend generally the Property is unencumbered, except for encumbrances of record,

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record,

Borrower grants and conveys the Property is unencumbered, except for encumbrances of record,

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LOAN NO. 0896561

**5. Hazard or Property 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, including floods or flooding, 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. 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.

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, 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 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.

**6. 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 confirmation 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 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by facsimile to Borrower provided for in this Security Instrument; shall be given by deliverying 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 to any other address Lender designates by notice to Borrower. Any notice provided for in this paragraph

**13. Loan Charges.** If the loan is secured by this Security Instrument is subject to a law which sees a maximum loan charge, 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 limit, 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.

12. **SUCCESSIONS AND ASSUMPTIONS**: Joint and Several Liability; Co-Signers. The covariant 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, jointly and co-signatory, under the terms of the security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other real person(s) may sue him or her for the amount due on the note.

11. Borrower Not Responsible; 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 this liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release to any Successor in interest of Borrower or the original Borrower or Borrower's successors in interest for payment of any sum due under this Security Instrument or any other instrument or agreement between Lender and Borrower.

unless Lesender 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.

If the Property is abandoned by Enclosure, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the property or to the sums secured by this Security instrument, whether or not then due.

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 there is 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, the sums secured by this Security instrument immediately before the taking shall be reduced by the amount of the sums which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security instrument immediately before the taking.

10. CONDEMNATION. The proceeds of any award of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. Inspection. Landlord or his agent may make reasonable entries upon and inspectors of the Property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower shall pay to Lender each month a sum equal to one-twentieth of the yearly mortgage insurance premium owing  
paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these  
payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the  
option of Lender, if mortgage insurance is no longer required, or if Lender approves other arrangements.  
Insurer approved by Lender agrees to provide a loss reserve, until the requirement for mortgage insurance ends  
and Lender approves such other arrangements.  
In addition, Borrower and Lender do agree to the following:  
1. In the event of a loss, Lender will receive payment from the insurance company.  
2. Lender will receive payment from the insurance company for amounts paid by Lender under the terms of this  
agreement.

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LOAN NO. 0896561

**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 Note and of this Security Instrument.

**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 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 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.

**18. 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) 6 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 acceleration had occurred; (b) cures (in 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 17.

**19. 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 14 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.

**20. 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, award 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.

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, toxic pesticides 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:

**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 default; (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 sums secured by this Security Instrument, foreclosure by judicial proceeding and

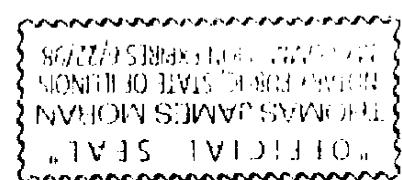
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FORM 30148/80

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ISCC/MULTI/0491/3014(9-90)-L

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT



This instrument was prepared by: Sandra K. Montaugh

Notary Public

6/22/98

My Commission expires: 6/22/98

Given under my hand and official seal, this 11<sup>th</sup> day of September, 1998.

I, the undersigned, a free and voluntary act, for the uses and purposes therin set forth.

Personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as

I, the undersigned, do hereby certify that SAEED KHAN, a bachelor of state do hereby certify that SAEED KHAN, a bachelor of

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## LEGAL DESCRIPTION

LOT 5 IN BLOCK 1 IN WILLIAM L. WALLEN'S ADDITION TO ROGERS PARK SAID ADDITION  
BEING A SUBDIVISION OF LOTS 2 AND 3 (EXCEPT THE WEST 17 FEET THEREOF CONVEYED  
TO THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY) IN THE SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN AND EAST OF THE CHICAGO AND NORTH WESTERN  
RAILROAD IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

96702006

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

2017024696

# UNOFFICIAL COPY

LOAN NO. 0896561

## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11th day of September, 1996, 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 WINDSOR MORTGAGE, INC.

, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1616 WEST NORTHSIDE, CHICAGO, IL 60626  
[Property Address]

**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, bathtubs, 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 (or 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 5.

**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 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 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.

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**BORROWER**  
\_\_\_\_\_  
**(Seal)**

Borrower  
(Seal)

SAEED KHAN

BORTOWSKI (SEAL)



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

**1. CROSS-DEFRAUD PROVISION:** Bidders who seek to bid on contracts in order to aggregate them with other contracts shall be prohibited from doing so if such aggregation would violate the bidder's obligation under the contract to provide services to the Commonwealth in accordance with the terms and conditions of the contract.

Under's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of funds shall not cure or waive any default or invalidate any other right or remedy of a lender. This assignment of Rights shall terminate when all the sums secured by the Security interest are paid in full.

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 / my funds expanded by Lender for such purposes shall become indebtedness of Borrower to Lender, secured by the Security instrument pursuant to Uniform Covenant 7. Borrower repays to Lender, with interest, any sums not paid to Lender under this paragraph has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take possession of, or remove any property held by Lender as trustee, in the event of default by Borrower, whether or not Lender has given notice of such default.

Properties, such as the sums secured by the security instruments, (A) Leases, Land and Agencies or any such other property held or controlled; to have a receiver appointed for only those Rents actually received, and (vi) Land and Properties derived from the Property without any showing as to the inadequacy of the Property as shall be entitled to take possession of and manage the Property and collect the rents and profits derived from the Property without any showing as to the inadequacy of the Property as shall be entitled to have a receiver appointed for only those Rents actually received, and (vii) Land and Agencies or any such other property held or controlled; to have a receiver appointed for only those Rents actually received, and (viii) Land and Agencies or any such other property held or controlled.

demands; (c) the tenant; (iv) utilities applicable law provides otherwise, all rents collected by Lender or  
Landlord's agents shall be applied first to the costs of taking control of and managing the Property and  
collecting the rents, including attorney's fees, receiver's fees, premiums on receivables and  
bonds, expenses, insurance costs, liens, taxes, assessments and other charges on the

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 Lender shall be entitled to collect and receive all of the Rents of the Property; and (iv) Lender's interest in the Property shall pass to Lender if Lender is unable to collect all Rents due under the Note.

Notice of Default Pursuant to Paragraph 21 of the Security Instrument and (ii) Lender has given notice to the Creditor or Lender's agent(s), however, Doherty shall receive the funds due to Lender, was given four weeks

H. ASSIGNMENT OF HENS; APPROPRIATION OF HEGEVIEW; LENDER IN PURSESSION. 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.